

## Disclosure to prospective buyer —What we must tell you before you sign

Property Occupations Act 2014

This form is effective from 1 October 2015

ABN: 13 846 673 994

This form only needs to be completed if a disclosure of the kind described below applies

### Part 3

#### Section 3:1

1. 'Relationship' includes, but is not limited to, the following types of relationship:
  - Family
  - Business (other than a casual business relationship)
  - Fiduciary
  - Relationship in which one person is accustomed, or obliged, to act in accordance with the directions, instructions, or wishes of the other.
2. In column 3 of the table you must disclose the amount (\$) or value or consideration which you derive or expect to derive from the person or entity to whom you have referred the buyer.
3. In column 4 of the table you must disclose the amount, value or nature of any benefit which the person or entity to whom you have referred the buyer has received, receives or expects to receive in connection with the sale, or for promoting the sale, or for providing a service in connection with the sale, of the property.
4. For guidance on what to disclose as a 'benefit' see notes below for section 3:2.

#### Section 3:2

##### What you should disclose as a 'benefit'

It is your obligation to disclose any benefit, to your knowledge which any person has received, receives or expects to receive in connection with the sale or for promoting the sale, or providing a service in connection with the sale, of the property. The following lists are not exhaustive:

##### You NEED to disclose

- fees, commissions and remuneration to be paid to any entity which receives or expects to receive a benefit including but not limited to financial institutions, finance brokers, financial advisers, financiers, valuers, marketing agents, sellers and promoters
- all benefits dependent on a successful sale (i.e. a commission or fee paid to any person as a success fee)
- marketing, advertising and promotion costs, where payment is contingent on the sale of the lot ('the lot' is the property described in section 2 of the form).

##### Examples:

- a) Where a marketing company will receive money or another benefit because the lot has sold—**DO** disclose
- b) Where a marketing company will receive money or another benefit for the sale of three lots, and the lot is one of those—**DO** disclose, even where the other two lots have not yet sold.

As a general rule, you need to disclose any benefits contingent on the sale of the property.

##### You NEED NOT disclose:

- mortgage pay-outs
- performance bonuses
- expenses incurred prior to the sale in preparation of the property for sale (such as painting or maintenance) and in developing the land (such as professional fees and disbursements paid to engineers, surveyors, architects and town planners)
- vendor's profit or net proceeds of sale
- property developer's profit or development fees
- non-monetary benefits
- solicitors' professional fees and ordinary disbursements in relation to the developing, selling or purchasing of the property
- amounts payable to local, state or federal government.

##### \$ amount (or value or nature) of the benefit

You must provide the amount, value or nature of the benefit as accurately as is possible at the time of the disclosure. You should express the benefit as one of the following:

- the amount (\$) including GST.
- a value (%)
- a description of the nature of the benefit. You should **ONLY** do this if the benefit cannot be described as an amount or value.

**If you do not know the exact amount of value of the benefit, provide a reasonable estimate of the final amount or value based on the purchase prices at the time of the disclosure.**

This area has been intentionally left blank.



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### Part 1—Selling agents details

Please tick appropriate box.	SGC Property Group Pty Ltd T/A McGrath Estate Agents Palm Beach
	Name .....
	<input checked="" type="checkbox"/> Licence number / <input type="checkbox"/> Registration number. 4371418 .....

### Part 2—Property details

Please provide details of the property.	Residential Dwelling
	Description of property .....
	Address 9/1-15 Geraldton Drive .....
	Suburb Robina ..... State QLD ..... Postcode 4226 .....
	Lot 9 ..... Plan SP174301 .....
	Title reference 50542603 ..... Parish/County .....

### Part 3—Selling agent's disclosure

<b>3:1 Benefits</b>	For guidance on completing this table and the meaning of 'benefit', see notes attached to this form.			
Notice to selling agent: You must complete this section if you have referred the buyer to anyone for professional services associated with the sale and	<b>Name of person or entity to whom buyer is referred</b>	<b>Nature of relationship with selling agent</b>	<b>Benefit derived by selling agent (\$ or value)</b>	<b>Benefit to person/entity to whom buyer is referred (if any)</b>
	Oxygen Home Loans ABN: 46 103 177 377	McGrath Subsidiary .....	15% commission rec by Oxygen HL PL .....	.....
a) You have any relationship (personal or commercial) with that person or entity to whom you have referred the buyer; and/or	Ingwersen & Lansdown Solicitors .....	Commercial .....	Free legal seminars .....	.....
b) You derive or expect to derive any consideration (whether monetary or otherwise) from that person or entity to whom you have referred the buyer.	.....	.....	\$20 Dinner vouchers .....	.....
	.....	.....	.....	.....
	Only complete this section if the benefit is from a referred entity. If you have disclosed a benefit here you do not need to disclose it again in section 3:2.			

<b>3:2 Benefits other than by referral</b>	For guidance on completing this table and the meaning of 'benefit', see notes attached to this form.		
Notice to selling agent: You must disclose the amount, value, or nature of any benefit to your knowledge (other than those already disclosed by you in section 3:1) which any person has received, receives, or expects to receive in connection with the sale, for promoting the sale, or for providing a service in connection with the sale of the property.	<b>Payment type</b>	<b>Entity receiving payment</b>	<b>Benefit (\$ or value)</b>
	.....	.....	.....
	.....	.....	.....
	.....	.....	.....
	.....	.....	.....
	.....	.....	.....
	.....	.....	.....
	.....	.....	.....

## Part 4—Property developer disclosure declaration

This section applies only if the property is being sold by a property developer.

I am a property developer or person acting as a property developer, and hold an interest of at least 15% in the property (tick box if yes).

## Part 5—Selling agent's disclosure declaration

The information I have provided in this form is true to the best of my knowledge, information and belief.

Name Josh Willatt .....

Signature ..... *Josh Willatt* ..... Date 

3	0	/	0	1	/	2	0	2	4
D	D		M	M		Y	Y	Y	Y

## Part 6—Buyer's acknowledgement

I/we have not yet entered into a contract for the purchase of the property described in section 2. This form has been explained to me/us by the selling agent and I/we understand the nature and effect of the disclosures made in this form.

Name .....

Signature ..... Date 

		/			/				
D	D		M	M		Y	Y	Y	Y

Name .....

Signature ..... Date 

		/			/				
D	D		M	M		Y	Y	Y	Y

**Statement to Buyer**  
**ELECTRONIC CONSENT, MULTIPLE OFFERS & WAIVER OF COOLING OFF**

<b>1. Proposed Buyer's details</b>	
Buyer(s): .....	
Address: .....	
Phone: .....	Email(s): .....
Mobile No: .....	
<b>2. Property to be Purchased</b>	
Address: 9/1-15 Geraldton Drive, Robina	
<b>3. Consent to Receive Electronic Communication by Proposed Buyer(s)</b>	
A. The Electronic Transactions Act QLD (Sections 11 &12) require a person/s to provide consent if they agree to receive information via electronic communications.	
B. The Buyers listed in the above Section 1 confirm that by signing this document, they consent to the use of Electronic communication as per the email address provided in Section 1 as a method of communication with the Selling Agent of this property.	
I/We, the Proposed Buyer(s) sign below to acknowledge that we have read and understood the above information:	
Sign: .....	
Sign: .....	
<b>4. Acknowledgement of multiple offers by Proposed Buyer(s)</b>	
A. That there is another existing offer for the purchase of this property;	
B. That I/we should make our best and final offer as we may not have the opportunity to submit further offers;	
C. That I/we must be in a position to proceed to Contract immediately should my/our offer be accepted by the Vendor;	
D. That my/our offer will be presented along with the other existing offers to the Vendor by the Listing Agent;	
E. The Vendor has complete discretion as to which offer is accepted;	
F. The Vendor is not bound to accept any of the offer presented and may enter into further negotiations with any of the prospective purchasers or any other interested party;	
The details of my/our offer will remain confidential between the Listing agent and me/us until such time as the offers are presented contemporaneously to the Vendor. The Listing agent will maintain the confidentiality of this offer save for the authorised disclosure to the Vendor;	
I/We, the Proposed Buyer(s) sign below to acknowledge that we have read and understood the above information:	
Sign: .....	
Sign: .....	
<b>5. WAIVER OF COOLING OFF PERIOD</b>	
I/We, the Proposed Buyer(s) hereby waive under s167 of Procca the benefit of the cooling off period. I/We acknowledge that we have waived the benefit of s166 and the contract is unconditional in this regard:	
Sign: .....	
Sign: .....	

# Disclosure Statement

*With Implied Warranties*

## Body Corporate and Community Management Act 1997

### SECTION 206

<b>Body Corporate</b>	Body Corporate for:	<u>NORTHPOINT LINKS</u>	Community Titles Scheme	<u>33677</u>
	Lot No:	<u>9</u>	on SP	<u>174301</u>
	Address:	<u>9 / 1-15 GERALDTON DRIVE, ROBINA QLD 4226</u>		

### PRESCRIBED INFORMATION

<b>Secretary of Body Corporate</b>	Name:	<u>JIM O'KEEFE C/- BRIGHT AND DUGGAN STRATA PROFESSIONALS</u>		
	Address:	<u>PO BOX 4549, ASHMORE PLAZA QLD 4214</u>		
	Telephone:	<u>(07) 5539 6886</u>		

<b>Body Corporate Manager</b>	Name:	<u>BRIGHT AND DUGGAN STRATA PROFESSIONALS</u>		
	Address:	<u>PO BOX 4549, ASHMORE PLAZA QLD 4214</u>		
	Telephone:	<u>(07) 5539 6886</u>		

<b>Annual Contributions and Levies</b>	Administrative Fund:	<u>\$4,675.00</u>	<b>GROSS</b> each year by instalments in advance on the FIRST day of each <u>FEB/JUNE/OCT</u>	<b>Discount:</b> 20%
	Sinking Fund:	<u>\$1,650.00</u>	<b>GROSS</b> each year by instalments in advance on the FIRST day of each <u>FEB/JUNE/OCT</u>	<b>Discount:</b> 20%
	Insurance:	<u>\$1,318.79</u>	<b>GROSS</b> each year by instalments in advance on the FIRST day of each <u>FEB/JUNE/OCT</u>	<b>Discount:</b> N/A

<b>Contribution Schedule Lot Entitlements</b>	Based on <u>Contribution Schedule Lot Entitlements</u> :	Lot Entitlement 10 Aggregate 200 467.50 (Admin) 165.00 (Sinking) Ratified at AGM dated 26/04/2023
	Based on <u>Interest Schedule Lot Entitlements</u> :	Lot Entitlement 100 Aggregate 1900 13.1879 (Insurance not included in Admin Fund Levy) Ratified at AGM dated 26/04/2023 <b>*Only applies if a separate Levy has been struck for Insurance otherwise the Insurance is paid from Administration Fund</b>

<b>Improvements on Common Property for which Buyer will be responsible</b>	NOTHING SIGHTED IN RECORDS PROVIDED
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<b>Body Corporate Committee</b>	Is there a committee for the Body Corporate?	Yes	X
		No	
	If there is a committee, is the Body Corporate manager engaged to perform the functions of the committee?	Yes	
		No	X

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**Information prescribed under Regulation Module**

ACCOMMODATION - NIL

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**Body Corporate Assets Required to be Recorded on Register**

NOTHING SIGHTED IN RECORDS PROVIDED

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**Sinking Fund Balance**

\$53,126.90 AS AT 27 FEBRUARY 2024

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**Insurance**

**Insurer:** CHU  
**Policy No:** HU00 19075  
**Building:** \$10,415,000.00  
**Public Liability:** \$30,000,000.00  
**Other:** SEE ATTACHED

**Valid to:** 31/01/2025

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**Warranties**

The Seller warrants that:-

1. The body corporate records do not reveal any latent or patent defects in the common property assets, other than the following –
  - (a) Defects arising through fair wear and tear; and
  - (b) Defects disclosed in the contract
2. The body corporate records do not disclose any defects to which the Warranty in paragraph (a) above applies.  
**REFER TO ATTACHED MINUTES**
3. The body corporate records do not reveal any actual, contingent or expected liabilities of the body corporate that are not part of the body corporate's normal operating expenses, other than liabilities disclosed in the contract.  
**REFER TO ATTACHED MINUTES, FINANCIALS & SINKING FUND FORECAST**
4. The body corporate records do not disclose any liabilities of the body corporate to which the warranty in paragraph (3) above applies.  
**REFER TO ATTACHED MINUTES, FINANCIALS & SINKING FUND FORECAST**
5. The seller warrants that the body corporate records do not reveal any circumstance (other than circumstances disclosed in the contract) in relation to the affairs of the body corporate likely to materially prejudice the buyer, i.e
  - (a) Has an Administrator been appointed under the Order of an Adjudicator under the dispute resolution provisions;  
**NOTHING SIGHTED IN RECORDS PROVIDED**
  - (b) Has the body corporate failed to comply with the provisions of The Act to the extent that its affairs are in disarray, records are incomplete and there is no reasonable prospect of the buyer finding out whether the warranty mentioned in subsection (2) above has been breached.

**NOTHING SIGHTED IN RECORDS PROVIDED**

*(For this sub-section, a seller is taken to have knowledge of a matter if the seller has actual knowledge of the matter or ought reasonably to have knowledge of the matter)*

The information in this Report has been prepared from records provided to us by the Secretary of the Body Corporate and personally inspected by our search agent. No responsibility will be given or accepted for any inconsistencies, errors or omissions.

Dated this **28<sup>TH</sup>** day of **FEBRUARY** 2024 Signed: *C. Hydex*  
For Quicksearch QLD

**Signing**

*J. Willatt*

.....  
Seller

.....  
Witness

**28/02/2024**

.....  
Date

**Buyer's Acknowledgment**

The Buyer acknowledges having received and read this statement from the Seller before entering into the contract and has received a copy of the Community Management Statement

.....  
Buyer

.....  
Witness

.....  
Date



*Body Corporate and Community Management Act 1997*  
**Body Corporate and Community Management (Accommodation Module)**  
 Roll of Lots and Entitlements (Section 204)  
**NORTHPOINT LINKS CTS 33677**

LOT NO. 9      UNIT NO. 9      PLAN NO. 174301      TYPE B.F.P.      ACCOUNT NO. 02100009

ORIGINAL OWNER		
Name of Original Owner of Lot	Residential Address of Original Owner	Address for service of notices on Original Owner
Fourthcastle Pty Ltd	1/16 Welch Street SOUTHPORT QLD 4215	1/16 Welch Street SOUTHPORT QLD 4215

CONTRIBUTION ENTITLEMENTS	
Contribution Entitlements	Date of Registration
10.00	25-Feb-05

INTEREST ENTITLEMENTS	
Interest Entitlements	Date of Registration
100.00	25-Feb-05

PARTICULARS OF SUBSEQUENT OWNERS			
Full Name of Owner(s)	Residential Address	Address for service of notices on Owner(s)	Date of notice
Mrs Kerry L Pedersen  aped1@bigpond.net.au	4 Pastoral Street PITT TOWN NSW 2756	4 Pastoral Street PITT TOWN NSW 2756	21/04/20
Mrs Kerry L Pedersen  aped1@bigpond.net.au	4 Pastoral Street PITT TOWN NSW 2756	4 Pastoral Street PITT TOWN NSW 2756	03/04/20
Ms Kerry L Pedersen  aped1@bigpond.net.au	4 Pastoral Street PITT TOWN NSW 2756	4 Pastoral Street PITT TOWN NSW 2756	03/04/20
Mr & Ms P Simon  jps.53@bigpond.com	11 Fuchsia Court BAULKHAM HILLS NSW 2153	11 Fuchsia Court BAULKHAM HILLS NSW 2153	24/05/18
P S & J A Simon  julie.simon2@icloud.com	11 Fuchsia Court BAULKHAM HILLS NSW 2153	11 Fuchsia Court BAULKHAM HILLS NSW 2153	02/07/14
P S & J A Simon  aped1@bigpond.net.au	11 Fuchsia Court BAULKHAM HILLS NSW 2153	11 Fuchsia Court BAULKHAM HILLS NSW 2153	31/07/12

(continued)  
Roll of Lots and Entitlements (Section 204)  
**NORTHPOINT LINKS CTS 33677**

LOT NO. 9      UNIT NO. 9      PLAN NO. 174301      TYPE B.F.P.      ACCOUNT NO. 02100009

PARTICULARS OF SUBSEQUENT OWNERS			
Full Name of Owner(s)	Residential Address	Address for service of notices on Owner(s)	Date of notice
Peter S & Julie A Simon	11 Fuchsia Crt BAULKHAM HILLS NSW 2153	11 Fuchsia Crt BAULKHAM HILLS NSW 2153	04/07/05

NOMINEES				
Name of Corporation	Nominee for	Ranking	Full name of company nominee	Date of notice
Fourthcastle Pty Ltd	Owner	1	James Hill	02/03/05

# NORTHPOINT LINKS CTS 33677

1 - 15 Geraldton Drive Robina QLD 4226

## Ledger Report

27 February 2024

Name: **Kerry Louise Pedersen**

Account Number: **02100009**

Lot Number: **9**

Unit Number: **9**

StrataPay Number: **154521919**

Date	Description	Fund	Reference	Amount	Balance
	Brought Forward			0.00	0.00
24/05/23	01/06/23 to 30/09/23	Admin Fund	I0003488	1,558.33	1,558.33
24/05/23	01/06/23 to 30/09/23	Sinking Fund	I0003508	412.50	1,970.83
24/05/23	01/06/23 to 30/09/23	Insurance	I0003528	489.86	2,460.69
25/05/23	Admin Fund	Admin Fund	R0001564	-1,246.66	1,214.03
25/05/23	Sinking Fund	Sinking Fund	RA001564	-330.00	884.03
25/05/23	Insurance	Insurance	RB001564	-489.86	394.17
25/05/23	Discount	Admin Discount	RC001564	-311.67	82.50
25/05/23	Discount	Sink Discount	RD001564	-82.50	0.00
21/08/23	01/10/23 to 31/01/24	Admin Fund	I0003548	1,558.33	1,558.33
21/08/23	01/10/23 to 31/01/24	Sinking Fund	I0003568	412.50	1,970.83
21/08/23	01/10/23 to 31/01/24	Insurance	I0003588	489.86	2,460.69
29/08/23	Admin Fund	Admin Fund	R0001600	-1,246.66	1,214.03
29/08/23	Sinking Fund	Sinking Fund	RA001600	-330.00	884.03
29/08/23	Insurance	Insurance	RB001600	-489.86	394.17
29/08/23	Discount	Admin Discount	RC001600	-311.67	82.50
29/08/23	Discount	Sink Discount	RD001600	-82.50	0.00
04/12/23	15/01/24	Sinking Fund Special	I0003608	500.00	500.00
06/12/23	Sinking Fund Special	Sinking Fund Special	R0001633	-500.00	0.00
20/12/23	01/02/24 to 31/05/24	Admin Fund	I0003628	1,558.33	1,558.33
20/12/23	01/02/24 to 31/05/24	Sinking Fund	I0003648	550.00	2,108.33
20/12/23	01/02/24 to 31/05/24	Insurance	I0003668	439.60	2,547.93
16/01/24	Admin Fund	Admin Fund	R0001658	-1,246.66	1,301.27
16/01/24	Sinking Fund	Sinking Fund	RA001658	-440.00	861.27
16/01/24	Insurance	Insurance	RB001658	-439.60	421.67
16/01/24	Discount	Admin Discount	RC001658	-311.67	110.00
16/01/24	Discount	Sink Discount	RD001658	-110.00	0.00

## NORTHPOINT LINKS CTS 33677

### BALANCE SHEET

AS AT 27 FEBRUARY 2024

	ACTUAL 27/02/2024	ACTUAL 31/01/2024
<b><u>OWNERS FUND</u></b>		
Administrative Fund	13,343.93	13,327.60
Sinking Fund	53,126.90	63,445.08
<b><u>TOTAL</u></b>	<b><u>\$ 66,470.83</u></b>	<b><u>\$ 76,772.68</u></b>
<b><u>THESE FUNDS ARE REPRESENTED BY</u></b>		
<b><u>CURRENT ASSETS</u></b>		
Cash At Bank	41,434.77	69,318.37
Term Investment 257760611	46,000.00	46,000.00
Levies In Arrears	1,618.23	1,000.00
Other Arrears	456.10	19.80
<b><u>TOTAL ASSETS</u></b>	<b><u>89,509.10</u></b>	<b><u>116,338.17</u></b>
<b><u>LIABILITIES</u></b>		
Gst Clearing Account	(879.52)	(92.30)
Creditors	20,732.09	2,318.09
Accrued Expenses	0.00	3,899.90
Next Year Discount	0.00	(6,325.05)
Contributions In Advance	3,185.70	33,390.65
Other Payments In Advance	0.00	6,374.20
<b><u>TOTAL LIABILITIES</u></b>	<b><u>23,038.27</u></b>	<b><u>39,565.49</u></b>
<b><u>NET ASSETS</u></b>	<b><u>\$ 66,470.83</u></b>	<b><u>\$ 76,772.68</u></b>

## NORTHPOINT LINKS CTS 33677

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2024 TO 27 FEBRUARY 2024

	ACTUAL 01/02/24-27/02/24	BUDGET 01/02/24-31/01/25	VARIANCE %	ACTUAL 01/02/23-31/01/24
<b><u>ADMINISTRATIVE FUND</u></b>				
<b><u>INCOME</u></b>				
Levies - Administrative Fund	28,333.27	0.00		84,999.81
Discount - Admin Fund	(5,100.07)	0.00	0.00	(15,866.95)
Insurance Levy	7,593.09	0.00		22,778.99
Interest On Overdue Levies	0.00	0.00	0.00	55.51
<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>30,826.29</b>	<b>0.00</b>		<b>91,967.36</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>				
Accounting - Audit Fee	(660.00)	0.00	0.00	660.00
Accounting - Bas Preparation	0.00	1,000.00	0.00	1,000.00
Accounting - Tax Returns	0.00	60.00	0.00	145.00
Admin - Stratamax Software Fee	0.00	165.00	0.00	27.28
Admin - Document Archive	30.00	120.00	25.00	120.00
Bank Charges - Transaction Fee	2.00	0.00		130.87
Building Repairs	2,500.00	0.00		975.36
Caretaker	971.80	35,000.00	2.78	35,650.72
Contractor Compliance	0.00	0.00	0.00	75.00
Cleaning Supplies	0.00	0.00	0.00	45.43
Cleaning - Gutter	0.00	0.00	0.00	5,636.36
Electrical Repairs	0.00	0.00	0.00	56.87
Fire Protection Contract	0.00	0.00	0.00	80.00
Garden & Grounds	70.91	0.00		378.10
Gate Repairs	0.00	0.00	0.00	997.50
Insurance - Building Component	23,671.64	6,000.00	394.53	18,982.52
Insurance - Other	1,321.43	2,200.00	60.06	5,743.54
Insurance - Stamp Duty	2,429.26	800.00	303.66	1,966.74
Insurance Valuation	0.00	0.00	0.00	707.27
Intercom & Security System	9.09	0.00		90.90
Management Fees	248.34	3,100.00	8.01	2,970.02
Management Fees - Additional	450.00	250.00	180.00	1,356.34
Management Fees - Comms/Disb	133.34	2,000.00	6.67	1,640.02
Management Fees - Add/Disb	0.00	250.00	0.00	197.03
Management Fees - Audit Prep	0.00	0.00	0.00	430.64
Pest Control	0.00	0.00	0.00	11,136.00
Pool Maintenance	0.00	0.00	0.00	1,278.85
Plumbing & Maintenance	0.00	0.00	0.00	2,562.16

## NORTHPOINT LINKS CTS 33677

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2024 TO 27 FEBRUARY 2024

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/02/24-27/02/24	01/02/24-31/01/25	%	01/02/23-31/01/24
Sinking Fund Forecast	0.00	0.00	0.00	807.27
Utilities - Electricity	(367.85)	1,600.00	(22.99)	1,875.19
<b>TOTAL ADMIN. EXPENDITURE</b>	<b>30,809.96</b>	<b>52,545.00</b>		<b>97,722.98</b>
<b>SURPLUS / DEFICIT</b>	<b>\$ 16.33</b>	<b>\$ (52,545.00)</b>		<b>\$ (5,755.62)</b>
Opening Admin Balance	13,327.60	13,327.60	100.00	19,083.22
<b>ADMINISTRATIVE FUND BALANCE</b>	<b>\$ 13,343.93</b>	<b>\$ (39,217.40)</b>		<b>\$ 13,327.60</b>

## NORTHPOINT LINKS CTS 33677

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2024 TO 27 FEBRUARY 2024

	ACTUAL 01/02/24-27/02/24	BUDGET 01/02/24-31/01/25	VARIANCE %	ACTUAL 01/02/23-31/01/24
<b><u>SINKING FUND</u></b>				
<b><u>INCOME</u></b>				
Levies - Sinking Fund	10,000.00	0.00		30,000.00
Discount - Sinking Fund	(1,800.00)	0.00	0.00	(5,625.00)
Special Sinking Fund Contribut	0.00	0.00	0.00	9,090.91
<b><u>TOTAL SINKING FUND INCOME</u></b>	<b>8,200.00</b>	<b>0.00</b>		<b>33,465.91</b>
<b><u>EXPENDITURE - SINKING FUND</u></b>				
Consultancy	0.00	0.00	0.00	714.36
Fencing	18,518.18	0.00		914.73
Gardens & Grounds	0.00	0.00	0.00	9,263.64
Guttering	0.00	0.00	0.00	1,918.18
Gates	0.00	0.00	0.00	3,025.75
Roof Repairs	0.00	0.00	0.00	1,665.90
Waterproofing	0.00	0.00	0.00	11,623.83
<b><u>TOTAL SINK. FUND EXPENDITURE</u></b>	<b>18,518.18</b>	<b>0.00</b>		<b>29,126.39</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ (10,318.18)</b>	<b>\$ 0.00</b>		<b>\$ 4,339.52</b>
Opening Sinking Fund Balance	63,445.08	63,445.08	100.00	59,105.56
<b><u>SINKING FUND BALANCE</u></b>	<b>\$ 53,126.90</b>	<b>\$ 63,445.08</b>		<b>\$ 63,445.08</b>

# INSURANCE REPORT

## NORTHPOINT LINKS CTS 33677

27 February 2024

1 - 15 Geraldton Drive  
ROBINA QLD 4226

Type <b>BUILDING</b>		Sum Insured <b>10,415,000</b>	Premium <b>\$29,921.63</b>	Date Last Paid <b>05/02/24</b>
Company/Broker <b>CHU Underwriting Agencies Collective Insurance Brokers info@collectiveib.com.au</b>	Telephone <b>02 8319 5670</b>	Policy Number <b>HU0006102447</b>	Due Date <b>31 January 2025</b>	
	Facsimile	Excess/Comments <b>\$2,500 all claims &amp; as per policy \$15,000 water damage &amp; burst pipes &amp; storm</b>		

Type <b>PUBLIC LIABILITY</b>		Sum Insured <b>30,000,000</b>	Premium <b>Included</b>	Date Last Paid <b>05/02/24</b>
Company/Broker <b>CHU Underwriting Agencies Collective Insurance Brokers info@collectiveib.com.au</b>	Telephone <b>02 8319 5670</b>	Policy Number <b>HU0006102447</b>	Due Date <b>31 January 2025</b>	
	Facsimile	Excess/Comments		

Type <b>COMMON AREA CONTENTS</b>		Sum Insured <b>104,150</b>	Premium <b>Included</b>	Date Last Paid <b>05/02/24</b>
Company/Broker <b>CHU Underwriting Agencies Collective Insurance Brokers info@collectiveib.com.au</b>	Telephone <b>02 8319 5670</b>	Policy Number <b>HU0006102447</b>	Due Date <b>31 January 2025</b>	
	Facsimile	Excess/Comments		

Type <b>LOSS OF RENT</b>		Sum Insured <b>1,562,250</b>	Premium <b>Included</b>	Date Last Paid <b>05/02/24</b>
Company/Broker <b>CHU Underwriting Agencies Collective Insurance Brokers info@collectiveib.com.au</b>	Telephone <b>02 8319 5670</b>	Policy Number <b>HU0006102447</b>	Due Date <b>31 January 2025</b>	
	Facsimile	Excess/Comments		

Type <b>FIDELITY GUARANTEE</b>		Sum Insured <b>250,000</b>	Premium <b>Included</b>	Date Last Paid <b>05/02/24</b>
Company/Broker <b>CHU Underwriting Agencies Collective Insurance Brokers info@collectiveib.com.au</b>	Telephone <b>02 8319 5670</b>	Policy Number <b>HU0006102447</b>	Due Date <b>31 January 2025</b>	
	Facsimile	Excess/Comments		

Type <b>VOLUNTARY WORKERS</b>		Sum Insured <b>200,000/2,000</b>	Premium <b>Included</b>	Date Last Paid <b>05/02/24</b>
Company/Broker <b>CHU Underwriting Agencies Collective Insurance Brokers info@collectiveib.com.au</b>	Telephone <b>02 8319 5670</b>	Policy Number <b>HU0006102447</b>	Due Date <b>31 January 2025</b>	
	Facsimile	Excess/Comments		



# INSURANCE REPORT

## NORTHPOINT LINKS CTS 33677

1 - 15 Geraldton Drive  
ROBINA QLD 4226

Type <b>OFFICE BEARERS</b>		Sum Insured <b>5,000,000</b>	Premium <b>Included</b>	Date Last Paid <b>05/02/24</b>
Company/Broker <b>CHU Underwriting Agencies Collective Insurance Brokers info@collectiveib.com.au</b>	Telephone <b>02 8319 5670</b>	Policy Number <b>HU0006102447</b>	Due Date <b>31 January 2025</b>	
	Facsimile	Excess/Comments		

Type <b>CATASTROPHE</b>		Sum Insured <b>3,124,500</b>	Premium <b>Included</b>	Date Last Paid <b>05/02/24</b>
Company/Broker <b>CHU Underwriting Agencies Collective Insurance Brokers info@collectiveib.com.au</b>	Telephone <b>02 8319 5670</b>	Policy Number <b>HU0006102447</b>	Due Date <b>31 January 2025</b>	
	Facsimile	Excess/Comments		

Type <b>EXT COVER - RENT/TEM</b>		Sum Insured <b>468,675</b>	Premium <b>Included</b>	Date Last Paid <b>05/02/24</b>
Company/Broker <b>CHU Underwriting Agencies Collective Insurance Brokers info@collectiveib.com.au</b>	Telephone <b>02 8319 5670</b>	Policy Number <b>HU0006102447</b>	Due Date <b>31 January 2025</b>	
	Facsimile	Excess/Comments		

Type <b>ESC IN COST OF TEMP</b>		Sum Insured <b>156,225</b>	Premium <b>Included</b>	Date Last Paid <b>05/02/24</b>
Company/Broker <b>CHU Underwriting Agencies Collective Insurance Brokers info@collectiveib.com.au</b>	Telephone <b>02 8319 5670</b>	Policy Number <b>HU0006102447</b>	Due Date <b>31 January 2025</b>	
	Facsimile	Excess/Comments		

Type <b>STORAGE/EVACUATION</b>		Sum Insured <b>156,225</b>	Premium <b>Included</b>	Date Last Paid <b>05/02/24</b>
Company/Broker <b>CHU Underwriting Agencies Collective Insurance Brokers info@collectiveib.com.au</b>	Telephone <b>02 8319 5670</b>	Policy Number <b>HU0006102447</b>	Due Date <b>31 January 2025</b>	
	Facsimile	Excess/Comments		

Type <b>GOVERNMENT AUDIT COS</b>		Sum Insured <b>25,000</b>	Premium <b>Included</b>	Date Last Paid <b>05/02/24</b>
Company/Broker <b>CHU Underwriting Agencies Collective Insurance Brokers info@collectiveib.com.au</b>	Telephone <b>02 8319 5670</b>	Policy Number <b>HU0006102447</b>	Due Date <b>31 January 2025</b>	
	Facsimile	Excess/Comments		

# INSURANCE REPORT

## NORTHPOINT LINKS CTS 33677

1 - 15 Geraldton Drive  
ROBINA QLD 4226

Type <b>WH&amp;S APPEAL EXPENSES</b>		Sum Insured <b>100,000</b>	Premium <b>Included</b>	Date Last Paid <b>05/02/24</b>
Company/Broker <b>CHU Underwriting Agencies Collective Insurance Brokers info@collectiveib.com.au</b>	Telephone <b>02 8319 5670</b>	Policy Number <b>HU0006102447</b>	Due Date <b>31 January 2025</b>	
	Facsimile	Excess/Comments		

Type <b>LEGAL EXPENSES</b>		Sum Insured <b>50,000</b>	Premium <b>Included</b>	Date Last Paid <b>05/02/24</b>
Company/Broker <b>CHU Underwriting Agencies Collective Insurance Brokers info@collectiveib.com.au</b>	Telephone <b>02 8319 5670</b>	Policy Number <b>HU0006102447</b>	Due Date <b>31 January 2025</b>	
	Facsimile	Excess/Comments <b>\$1,000 all claims</b>		

Type <b>LOT OWNERS IMPROVEME</b>		Sum Insured <b>250,000</b>	Premium <b>Included</b>	Date Last Paid <b>05/02/24</b>
Company/Broker <b>CHU Underwriting Agencies Collective Insurance Brokers info@collectiveib.com.au</b>	Telephone <b>02 8319 5670</b>	Policy Number <b>HU0006102447</b>	Due Date <b>31 January 2025</b>	
	Facsimile	Excess/Comments		

Type <b>FLOOD</b>		Sum Insured <b>Insured</b>	Premium <b>Included</b>	Date Last Paid <b>05/02/24</b>
Company/Broker <b>CHU Underwriting Agencies Collective Insurance Brokers info@collectiveib.com.au</b>	Telephone <b>02 8319 5670</b>	Policy Number <b>HU0006102447</b>	Due Date <b>31 January 2025</b>	
	Facsimile	Excess/Comments <b>\$15,000 all claims</b>		

Type <b>COMMISSION</b>		Sum Insured <b>4,723.57</b>	Premium <b>Included</b>	Date Last Paid <b>05/02/24</b>
Company/Broker <b>CHU Underwriting Agencies Collective Insurance Brokers info@collectiveib.com.au</b>	Telephone <b>02 8319 5670</b>	Policy Number <b>HU0006102447</b>	Due Date <b>31 January 2025</b>	
	Facsimile	Excess/Comments		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		

Minutes of

**Annual General Meeting**

To The Owners of – NORTHPOINT LINKS CTS 33677

1 - 15 GERALDTON DRIVE, ROBINA, QLD, 4226



Meeting Date:	26 April 2023
Time:	04:00 PM
Address:	and Via Zoom Teleconference, Level 1, Suite 2, 193 Ferry Road, Southport, QLD, 4215
Present:	Lien Investments Pty Ltd ATF The Lien Family Trust (Lot 2) Electronic vote Geoffrey Anderson (Lot 3) Owner present (pre-voted) Helle Walsh (Lot 6) Owner present (pre-voted) Carrie Poh Yoong & Daniel King-Fai Ng (Lot 7) Electronic vote Philippe Brach & Barbara Brach (Lot 8) Electronic vote Kerry Pedersen (Lot 9) Electronic vote Ifo Pty Ltd As Trustee (Lot 10) Electronic vote Michael & Denise Cameron (Lot 11) Electronic vote Jennifer Bauer (Lot 14) Owner present (pre-voted) Daniel Saw (Lot 15) Owner present (pre-voted) Stephen Creech (Lot 17) Owner present (pre-voted) James & Katherine O'keefe (Lot 20) Owner present (pre-voted)
In attendance:	Amy Lucivero Bright & Duggan (QLD) Pty Ltd Fraser Coop - Caretaker
Chairperson:	Stephen Creech

## Minutes of Motions

### 1. Minutes

#### Ordinary Resolution

*Statutory Motion Submitted by Committee*

Resolved that the Body Corporate for NORTHPOINT LINKS CTS 33677 adopt the minutes of the Extraordinary Meeting held on 16/11/22 as a true and accurate record of the proceedings at that meeting.

**Voting:      11 Yes              0 No              1 Abstain              0 Invalid**

### 2. Statement of Accounts

#### Ordinary Resolution

*Statutory Motion Submitted by Committee*

Resolved that the Body Corporate for NORTHPOINT LINKS CTS 33677 adopt the attached audited statement of accounts for the financial year ending 31/1/23.

**Voting:      11 Yes              0 No              1 Abstain              0 Invalid**

### 3. Audit of Accounts

#### Special Resolution

*Statutory Motion Submitted by Committee*

Lost that the Body Corporate for NORTHPOINT LINKS CTS 33677 statement of accounts for the financial year ending 31/1/24 not be audited.

**Please note: "If you want the accounts to be audited, vote 'no' ; if you do not want the accounts audited, vote 'yes'."**

**Voting:      7 Yes              5 No              0 Abstain              0 Invalid**

### 4. Appointment of an Auditor

#### Ordinary Resolution

*Statutory Motion Submitted by Committee*

Resolved that the Body Corporate for NORTHPOINT LINKS CTS 33677 engage Dickfos Dunn Adam to conduct the audit of accounts in the amount of \$420.00 excluding GST for the financial year ending 31/1/24.

**Voting:      8 Yes              1 No              3 Abstain              0 Invalid**

## 5. Adoption of Administrative Fund Budget, Levy Contributions and Pre-Issues

### Ordinary Resolution

*Statutory Motion Submitted by Committee*

Resolved that the Body Corporate for NORTHPOINT LINKS CTS 33677 Administrative Fund budget for the financial year ending 31/1/24 totaling \$85,000.00 GST exclusive be adopted with contributions levied by four instalments as follows:

Levy Status	Period From	Period To	Due	Administrative Fund	Per Contribution Entitlement
Already Issued	01 Feb 2023	31 May 2023	01 Feb 2023	\$31,166.60	\$155.8330
To be Issued	01 Jun 2023	30 Sep 2023	01 Jun 2023	\$31,166.70	\$155.8335
To be Issued	01 Oct 2023	31 Jan 2024	01 Oct 2023	\$31,166.70	\$155.8335
<b>Total</b>	<b>01 Feb 2023</b>	<b>31 Jan 2024</b>		<b>\$93,500.00</b>	<b>\$467.5000</b>

#### Interim Periods

Levy Status	Period From	Period To	Due	Administrative Fund	Per Contribution Entitlement
To be Issued	01 Feb 2024	31 May 2024	01 Feb 2024	\$31,166.67	\$155.8334
<b>Total</b>	<b>01 Feb 2024</b>	<b>31 May 2024</b>		<b>\$31,166.67</b>	<b>\$155.8334</b>

**Total lot entitlements: 200**

**Subject to a 20% discount if total amount is paid before due date.**

**Voting: 11 Yes 0 No 1 Abstain 0 Invalid**

## 6. Adoption of Sinking Fund Budget, Levy Contributions and Pre-Issues

### Ordinary Resolution

*Statutory Motion Submitted by Committee*

Resolved that the Body Corporate for NORTHPOINT LINKS CTS 33677 Sinking Fund budget for the financial year ending 31/1/24 totaling \$30,000.00 GST exclusive be adopted with contributions levied by four instalments as follows:

Levy Status	Period From	Period To	Due	Sinking Fund	Per Contribution Entitlement
Already Issued	01 Feb 2023	31 May 2023	01 Feb 2023	\$16,500.00	\$82.5000
To be Issued	01 Jun 2023	30 Sep 2023	01 Jun 2023	\$8,250.00	\$41.2500
To be Issued	01 Oct 2023	31 Jan 2024	01 Oct 2023	\$8,250.00	\$41.2500
<b>Total</b>	<b>01 Feb 2023</b>	<b>31 Jan 2024</b>		<b>\$33,000.00</b>	<b>\$165.0000</b>

#### Interim Periods

Levy Status	Period From	Period To	Due	Sinking Fund	Per Contribution Entitlement
To be Issued	01 Feb 2024	31 May 2024	01 Feb 2024	\$11,000.00	\$55.0000
<b>Total</b>	<b>01 Feb 2024</b>	<b>31 May 2024</b>		<b>\$11,000.00</b>	<b>\$55.0000</b>

**Total lot entitlements: 200**

**Subject to a 20% discount if total amount is paid before due date.**

**Voting: 11 Yes 0 No 1 Abstain 0 Invalid**

**7. Penalty Interest**

**Ordinary Resolution**

*Procedural Motion Submitted by Committee*

Resolved that the Body Corporate NORTHPOINT LINKS CTS 33677, pursuant to Section Section 155 of the Body Corporate and Community Management (Accommodation Module) Regulation 2020, the Body Corporate fix a penalty of 2.5% per month on the Administrative and Sinking Fund contributions if a contribution, or instalment of contribution, is not received by the Body Corporate by the date for payment fixed in notices of contribution given to the owners.

**Voting: 12 Yes 0 No 0 Abstain 0 Invalid**

**8. Insurance**

**Ordinary Resolution**

*Procedural Motion Submitted by Committee*

Resolved that the Body Corporate for NORTHPOINT LINKS 33677 confirm the current insurances, as per the renewal tax invoice, expiring and attached to the notice of this meeting:

<b>Insurer</b>	<b>CHU</b>	<b>Policy Number</b>	<b>HU0019075</b>
<b>Expiry Date</b>	31/1/24	<b>Building Sum Insured</b>	\$9,509,063.00
<b>Common Area Contents</b>	\$95,091.00	<b>Public Liability</b>	\$30,000,000.00
<b>Voluntary Workers</b>	\$200,000/\$2,000	<b>Fidelity Guarantee</b>	\$250,000.00
<b>Office Bearers</b>	\$5,000,000.00	<b>Loss of Rent</b>	\$1,426,359.00
<b>Premium</b>	\$29,165.40	<b>Excess Basic</b>	\$2,000.00

**Voting: 11 Yes 0 No 1 Abstain 0 Invalid**



## 9. Adoption of Insurance Fund Budget, Levy Contributions and Pre-Issues

### Ordinary Resolution

Statutory Motion Submitted by Committee

Resolved that the Body Corporate for NORTHPOINT LINKS CTS 33677 Insurance Fund budget for the financial year ending 31/1/24 totaling \$25,056.92 be adopted with contributions levied by four instalments as follows:

Levy Status	Period From	Period To	Due	Insurance Fund	Per Interest Entitlement Insurance
Already Issued	01 Feb 2023	31 May 2023	01 Feb 2023	\$6,442.16	\$3,3906
To be Issued	01 Jun 2023	30 Sep 2023	01 Jun 2023	\$9,307.38	\$4,8986
To be Issued	01 Oct 2023	31 Jan 2024	01 Oct 2023	\$9,307.38	\$4,8986
<b>Total</b>	<b>01 Feb 2023</b>	<b>31 Jan 2024</b>		<b>\$25,056.92</b>	<b>\$13,1879</b>

#### Interim Periods

Levy Status	Period From	Period To	Due	Insurance Fund	Per Interest Entitlement Insurance
To be Issued	01 Feb 2024	31 May 2024	01 Feb 2024	\$8,352.31	\$4,3960
<b>Total</b>	<b>01 Feb 2024</b>	<b>31 May 2024</b>		<b>\$8,352.31</b>	<b>\$4,3960</b>

**Total interest entitlements: 1900**

**Voting: 10 Yes 1 No 1 Abstain 0 Invalid**

## 10. Debt Collection Procedures for Committee Meetings

### Special Resolution

Statutory Motion Submitted by Committee

Resolved that Body Corporate for NORTHPOINT LINKS CTS 33677 specially resolve for the purpose of collecting levy contributions to authorise the Strata Manager and/or the Committee to do any one or more of the following:

- to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- to obtain legal advice and retain legal representation on behalf of Body Corporate for NORTHPOINT LINKS CTS 33677;
- to issue demands, commence, pursue, continue, maintain or defend any court, tribunal or any other proceedings against any lot owner, person, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs and matters arising out of the by-laws;
- Enter and enforce any judgment obtained in the collection of levy contributions including issuing enforcement warrants for seizure and sale of real or personal property, enforcement warrants for redirection of debts or earnings, enforcement warrant for enforcement hearing, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
- Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
- Liaise, instruct and prepare all matters with the Body Corporate's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

**Voting: 12 Yes 0 No 0 Abstain 0 Invalid**

## 11. Casting an Electronic Vote - Open & Secret Ballot

### Ordinary Resolution

*Procedural Motion Submitted by Committee*

Resolved that the NORTHPOINT LINKS CTS 33677 resolved that:

1. voters may, in addition to the existing authorised methods of voting, cast votes electronically including, without limitation, a vote in relation to:
  1. all open motions at any general meeting of the Body Corporate and;
  2. all open ballots for the election of committee members at any general meeting of the Body Corporate;
2. voters may, in addition to the existing authorised methods of attending a General Meeting, attend by way of teleconference, videoconference or the submission of an electronic voting paper and by so doing will be accepted as being present in person at the General Meeting;
3. committee members may, in addition to the existing authorised methods of voting, cast an electronic vote on any motion to be decided by the committee;
4. committee members may, in addition to the existing authorised methods of attending committee meetings attend by way of teleconference, videoconference or the submission of an electronic voting paper and by so doing will be accepted as being present in person at the committee meeting;
5. any documents which are required to be signed in connection with electronic voting may, in addition to any other lawful method of signing, be signed by way of electronic signature

**Voting:**      **12 Yes**              **0 No**              **0 Abstain**              **0 Invalid**

## 12. Administration Agreement

### Ordinary Resolution Without use of Proxies

*Statutory Motion Submitted by Committee*

Resolved that the Body Corporate for NORTHPOINT LINKS CTS 33677 enters into a Body Corporate Administration Agreement with Bright & Duggan (QLD) Pty Ltd at a cost of \$149.00 per lot excluding GST per annum plus disbursements for a period of 2 years commencing on 1/5/23 as per the proposal attached to this notice of general meeting, and that the common seal be affixed to the enclosed instrument in writing and executed by any members of the Committee pursuant to the provisions of Section 119 of the Body Corporate and Community Management Act 1997.

**Voting:**      **12 Yes**              **0 No**              **0 Abstain**              **0 Invalid**

## 13. Increase Committee Spending Limit

### Ordinary Resolution

*Procedural Motion Submitted by Committee*

Resolved that the Body Corporate for NORTHPOINT LINKS CTS 33677 resolves to increase the relevant Committee spending limit to \$500.00 per lot including GST.

**Voting:**      **10 Yes**              **1 No**              **1 Abstain**              **0 Invalid**



## Election of Committee

It was noted by those present that nominations were received from owners for the following position/s:

### **Chairperson**

Stephen Creech has been elected unopposed as Chairperson.

### **Secretary**

Jim O'Keefe has been elected unopposed as Secretary.

### **Treasurer**

Jennifer Bauer has been elected unopposed as Treasurer.

### **Ordinary Member**

Geoffrey Anderson, Kerry Pedersen, Helle Walsh have been elected to the committee.

### **Withdrawn Nominees**

As Jim O'Keefe was elected for an Executive Position, their nomination for Ordinary Member was automatically invalid.

**There being no further business the meeting closed at 4:18 PM.**

**Bright & Duggan Pty Ltd**

**For and on behalf of NORTHPOINT LINKS CTS 33677**

# Minutes of Extraordinary General Meeting

Body Corporate No.	33677
Name	NORTHPOINT LINKS
Address	1 - 15 Geraldton Drive ROBINA QLD
Meeting Date	09 September 2022
Time	4:00 PM
Venue Address	193 Ferry Road, Southport - Via Submission of Voting Paper Only and Zoom Teleconference 193 Ferry Road, Southport QLD, Australia
Present	Lot Number 3 – Present in Person & Voting Paper Lot Number 6 – Present in Person Lot Number 9 – Voting Paper Lot Number 10 – Voting Paper Lot Number 11 – Present in Person & Voting Paper Lot Number 13 – Voting Paper Lot Number 14 - Voting Paper Lot Number 17 – Present in Person Lot Number 20 – Present in Person & Voting Paper
By Proxy	Nil
Apologies	Jenny Bauer
In attendance	Amy Lucivero, Bright & Duggan (QLD) Pty Ltd

# Minutes of Motions

## 1. Minutes

### **Statutory - Ordinary Resolution**

*Submitted by the Committee*

#### **Resolved**

That the Body Corporate for NORTHPOINT LINKS CTS 33677 adopt the minutes of the annual general meeting held on 7 July 2022 as a true and accurate record of the proceedings at that meeting.

**Voting: 7 Yes 0 No 2 Abstain**

## 2. Waterproofing Rectification Works - Group of Same-Issue Motion

***The following motions were proposed as motions dealing with the same issue. A voter may vote yes, no or abstain for 1 or more of the motions in this group.***

### **A. Urban Reach**

*Statutory - Ordinary Resolution*

*Submitted by Committee*

#### **Resolved**

That the Body Corporate for NORTHPOINT LINKS CTS 33677 under the authority of the Regulation Module applying to the Scheme, the Body Corporate engage Urban Reach to complete the rectification works to unit 11,17,18,19 & 20 in accordance with the attached quotation for the amount of \$129,919.00 plus GST, with the amount of \$94,919.00 excluding GST to be raised by a special levy as set out below and the balance of the cost to be made from the accumulated sinking fund.

Special Levy Instalment	Per Lot Entitlement including GST	Due Date
Instalment 1	\$522.0545	28/10/2022

**Voting: 6 Yes 2 No 1 Abstain**

**The motion passes and therefore qualifies.**

### **B. Amalgamated**

*Statutory - Ordinary Resolution*

*Submitted by Committee*

#### **Defeated**

That the Body Corporate for NORTHPOINT LINKS CTS 33677 under the authority of the Regulation Module applying to the Scheme, the Body Corporate engage Amalgamated to complete the rectification works to unit 11,17,18,19 & 20 in accordance with the attached quotation for the amount of \$134,360.00 plus GST, with the amount of \$99,360.00 excluding GST to be raised by a special levy as set out below and the balance of the cost to be made from the accumulated sinking fund.

Special Levy Instalment	Per Lot Entitlement inc GST	Due Date
Instalment 1	\$546.4800	28/10/2022

**Voting: 0 Yes 8 No 1 Abstain**

**The motion fails to qualify**

**C. Authorisation of the Committee to engage Contractor**

*Statutory - Special Resolution*

*Submitted by Committee*

**Resolved**

That the Body Corporate for Northpoint Links CTS 33677 under the authority of the Regulation Module applying to the Scheme, the Body Corporate:

A) Approve the expenditure of \$129,919.00 plus GST for the project of rectification works to unit 11,17,18,19 & 20 as detailed in the attached Principal's Project Requirements; and

B) Authorise the Committee to:

i. Liaise with the Construction Manager and Urban Reach Pty Ltd and Amalgamated Group Pty Ltd to negotiate the terms of the proposed contracts of works;

ii. Select the most appropriate contractor for the project; and

iii. Sign the construction contract with the successful contractor on behalf of the Body Corporate

**Voting:        8 Yes        1 No        0 Abstain**

**The motion passes and therefore qualifies.**

**MOVED** Motion 2, Original Motion C is the decision of the Body Corporate as it received the highest Yes votes in favour of the motion.

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**There being no further business the meeting closed at 4.05pm.**

**Dated: 15 September 2022**

**Bright & Duggan (QLD) Pty Ltd**

**For and on behalf of NORTHPOINT LINKS CTS 33677**

# Minutes of Annual General Meeting

Body Corporate No.	33677
Name	NORTHPOINT LINKS
Address	1 - 15 Geraldton Drive ROBINA QLD
Meeting Date	07 July 2022
Time	4:00 PM
Venue Address	Via ZOOM Teleconference & Submission of Voting Paper The Offices of Bright & Duggan, Suite 2, Level 1/193 Ferry Road, Southport QLD 4215
Present	Lot Number 1 – Present in Person Lot Number 3 – Voting Paper & Present in Person Lot Number 6 – Voting Paper & Present in Person Lot Number 9 – Present in Person Lot Number 11 – Voting Paper Lot Number 14 – Voting Paper Lot Number 15 – Present in Person Lot Number 17 – Present in Person
By Proxy	Nil
Apologies	Jennifer Bauer
In attendance	Amy Lucivero, Bright & Duggan (QLD) Pty Ltd

## Minutes of Motions

### 1. Minutes

#### **Statutory - Ordinary Resolution**

*Submitted by the Committee*

#### **Resolved**

That the Body Corporate for NORTHPOINT LINKS CTS 33677 adopt the minutes of the annual general meeting held on 12 April 2021 as a true and accurate record of the proceedings at that meeting.

**Voting:        7 Yes            0 No            0 Abstain**

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### 2. Statement of Accounts

#### **Statutory - Ordinary Resolution**

*Submitted by the Committee*

#### **Resolved**

That the Body Corporate for NORTHPOINT LINKS CTS 33677 adopt the attached audited statement of accounts for the financial year ending 31 January 2022.

**Voting:        7 Yes            0 No            0 Abstain**

---

### 3. Audit of Accounts

#### **Statutory - Special Resolution**

*Submitted by the Committee*

#### **Defeated**

That the Body Corporate for NORTHPOINT LINKS CTS 33677 statement of accounts for the financial year ending 31 January 2023 not be audited.

***Please note: "If you want the accounts to be audited, vote 'no'; if you do not want the accounts audited, vote 'yes'."***

**Voting:        3 Yes            2 No            2 Abstain**

---

### 4. Appointment of Auditor

#### **Statutory - Ordinary Resolution**

*Submitted by the Committee*

#### **Resolved**

That the Body Corporate for NORTHPOINT LINKS CTS 33677 engage Dickfos Dunn Adam to conduct the audit of accounts in the amount of \$610.00 excluding GST for the financial year ending 31 January 2023.

***Please note: "If it is resolved to not have the Statement of Accounts audited, this motion is not voted upon."***

**Voting:        2 Yes            0 No            1 Abstain**

---

## 5. Adoption of Administrative Fund Budget, Levy Contributions and Pre-Issues

### Statutory - Ordinary Resolution

Submitted by the Committee

#### Resolved

That the Body Corporate for NORTHPOINT LINKS CTS 33677 Administrative Fund budget for the financial year ending 31 January 2023 totalling \$85,000.00 excluding GST be adopted with contributions levied by three instalments as follows:

Levy Period	Per Lot Entitlement including GST	Total Levy including GST	Due Date
01/02/22 to 31/05/22	\$154.2750	\$30,855.0000	Pre-Issue
01/06/22 to 30/09/22	\$156.6125	\$31,322.5000	04/08/22
01/10/22 to 31/01/23	\$156.6125	\$31,322.5000	01/10/22
<b>Total</b>	<b>\$467.5000</b>	<b>\$93,500.0000</b>	<b>01/02/22 - 31/01/23</b>
<b>Total lot entitlements: 200</b>			
Subject to 20% discount if paid on or before the due date provided			

And further, that the Body Corporate authorises pre-issue of the first Administrative Fund budget instalment/s for the following financial year as follows:

Levy Period	Per Lot Entitlement including GST	Total Levy including GST	Due Date
01/02/23 to 31/05/23	\$155.8333	\$31,166.6667	01/02/23
<b>Total lot entitlements: 200</b>			
Subject to 20% discount if paid on or before the due date provided			

**Voting:        7 Yes            0 No            0 Abstain**

## 6. Adoption of Sinking Fund Budget, Levy Contributions and Pre-Issues

### Statutory - Ordinary Resolution

Submitted by the Committee

#### Resolved

That the Body Corporate for NORTHPOINT LINKS CTS 33677 Sinking Fund budget for the financial year ending 31 January 2023 totalling \$45,000.00 excluding GST be adopted with contributions levied by three instalments as follows:

Levy Period	Per Lot Entitlement including GST	Total Levy including GST	Due Date
01/02/22 to 31/05/22	\$81.1305	\$16,226.1000	Pre-Issue
01/06/22 to 30/09/22	\$83.1848	\$16,636.9500	04/08/22
01/10/22 to 31/01/23	\$83.1848	\$16,636.9500	01/10/22
<b>Total</b>	<b>\$247.5000</b>	<b>\$49,500.0000</b>	<b>01/02/22 - 31/01/23</b>

**Total lot entitlements: 200**

Subject to 20% discount if paid on or before the due date provided

And further, that the Body Corporate authorises pre-issue of the first Sinking Fund budget instalment/s for the following financial year as follows:

Levy Period	Per Lot Entitlement including GST	Total Levy including GST	Due Date
01/02/23 to 31/05/23	\$82.5000	\$16,500.0000	01/02/23

**Total lot entitlements: 200**

Subject to 20% discount if paid on or before the due date provided

**Voting:        7 Yes            0 No            0 Abstain**



## 7. Insurance

### Statutory - Ordinary Resolution

Submitted by the Committee

#### Resolved

That the Body Corporate for NORTHPOINT LINKS CTS 33677 confirm the current insurances, as per the renewal tax invoice/s, expiring 31 January 2023 and attached to the notice of this meeting.

<b>Insurer:</b>	CHU Underwriting Agencies	<b>Policy number:</b>	HU0019075
<b>Expiry date:</b>	31 January 2023	<b>Building sum insured:</b>	\$9,509,063.00
<b>Common area contents:</b>	\$102,778	<b>Public liability:</b>	\$30,000,000.00
<b>Voluntary workers:</b>	\$200,000/\$2,000	<b>Fidelity guarantee:</b>	\$250,000.00
<b>Office bearers:</b>	\$5,000,000	<b>Loss of rent:</b>	\$1,426,359
<b>Premium:</b>	\$23,255.09	<b>Excess (Basic):</b>	\$1,000 all claims

**Voting:      6 Yes              0 No              1 Abstain**

---

## 8. Adoption of Insurance Fund Budget, Levy Contributions and Pre-Issues

### Statutory - Ordinary Resolution

Submitted by the Committee

#### Resolved

That the Body Corporate for NORTHPOINT LINKS CTS 33677 Insurance Fund budget for the financial year ending 31 January 2023 totalling \$17,569.62 excluding GST be adopted, and further that the insurance levy contributions be issued by three instalments as follows:

Levy Period	Per Interest Entitlement including GST	Total Levy including GST	Due Date
01/02/22 to 31/05/22	\$2.2965	\$4,363.2930	Pre-Issue
01/06/22 to 30/09/22	\$3.9377	\$7,481.6445	04/08/22
01/10/22 to 31/01/23	\$3.9377	\$7,481.6445	01/10/22
<b>Total</b>	<b>\$10.1719</b>	<b>\$19,326.5820</b>	<b>01/02/22 - 31/01/23</b>
<b>Total interest entitlements: 1900</b>			

And further, the Body Corporate authorises pre-issue of the first Insurance Fund budget instalment/s for the following financial year as follows:

Levy Period	Per Interest Entitlement including GST	Total Levy including GST	Due Date
01/02/23 to 31/05/23	\$3.3906	\$6,442.1940	01/02/23
<b>Total interest entitlements: 1900</b>			

**Voting:          6 Yes                  0 No                  1 Abstain**

## 9. Debt Collection Procedures for Committee Meetings

### Procedural - Special Resolution

Submitted by the Committee

#### Resolved

That Body Corporate for NORTHPOINT LINKS CTS 33677 specially resolve for the purpose of collecting levy contributions to authorise the Strata Manager and/or the Committee to do any one or more of the following:

- to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- to obtain legal advice and retain legal representation on behalf of Body Corporate for NORTHPOINT LINKS CTS 33677;
- to issue demands, commence, pursue, continue, maintain or defend any court, tribunal or any other proceedings against any lot owner, person, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs and matters arising out of the by-laws;
- Enter and enforce any judgment obtained in the collection of levy contributions including issuing enforcement warrants for seizure and sale of real or personal property, enforcement warrants for redirection of debts or earnings, enforcement

- warrant for enforcement hearing, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
- e. Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
  - f. Liaise, instruct and prepare all matters with the Body Corporate's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

**Voting:        8 Yes            0 No            0 Abstain**

---

## 10. Payment Plans for Levy Arrears

### **Procedural - Ordinary Resolution**

*Submitted by the Committee*

#### **Resolved**

That Body Corporate for NORTHPOINT LINKS CTS 33677 resolve to agree to allow payment plans to be made with lot owners for matters involving arrears of unpaid contributions/levies or other amounts including interest/penalties, legal and other costs/expenses thereon and to authorise the Strata Manager and/or the Committee in their absolute discretion the ability to enter into, arrange and monitor each such payment plan.

**Voting:        8 Yes            0 No            0 Abstain**

---

## 11. Casting an Electronic Vote - Open & Secret Motions

### **Procedural - Ordinary Resolution**

*Submitted by the Committee*

#### **Resolved**

That the Body Corporate for NORTHPOINT LINKS CTS 33677 resolved that:

- a. voters may, in addition to the existing authorised methods of voting, cast votes electronically including, without limitation, a vote in relation to:
  - i. all open motions at any general meeting of the Body Corporate and;
  - ii. all open ballots for the election of committee members at any general meeting of the Body Corporate;
- b. voters may, in addition to the existing authorised methods of attending a General Meeting, attend by way of teleconference, videoconference or the submission of an electronic voting paper and by so doing will be accepted as being present in person at the General Meeting;
- c. committee members may, in addition to the existing authorised methods of voting, cast an electronic vote on any motion to be decided by the committee;
- d. committee members may, in addition to the existing authorised methods of attending committee meetings attend by way of teleconference, videoconference or the submission of an electronic voting paper and by so doing will be accepted as being present in person at the committee meeting;
- e. any documents which are required to be signed in connection with electronic voting may, in addition to any other lawful method of signing, be signed by way of electronic signature.

**Voting:        8 Yes            0 No            0 Abstain**

---

## 12. Administration Agreement

### **Procedural - Ordinary Resolution**

*Submitted by the Committee Please note: No votes can be exercised by proxy on this motion*

#### **Resolved**

That the Body Corporate for NORTHPOINT LINKS CTS 33677 enters into a Body Corporate Administration Agreement with Bright & Duggan (QLD) Pty Ltd at a cost of \$147.00 per lot excluding GST per annum plus disbursements for a period of 9 months and 25 days commencing on 05/07/2022 and ending on 30/04/2023 as per the proposal attached to this notice of general meeting, and that the common seal be affixed to the enclosed instrument in writing and executed by any members of the Committee pursuant to the provisions of Section 119 of the Body Corporate and Community Management Act 1997.

**Voting:        7 Yes                0 No                1 Abstain**

---

## 13. Quorum for General Meetings

### **Procedural - Special Resolution**

*Submitted by the Committee*

#### **Resolved**

That the Body Corporate for NORTHPOINT LINKS CTS 33677 resolves to reduce the quorum from 25% to 15% of the number of voters for general meetings pursuant to Section 89 of the Body Corporate and Community Management (Accommodation Module) Regulation 2020.

**Voting:        5 Yes                2 No                1 Abstain**

---

## Election of Committee

It was noted by those present that nominations were received from owners for the following position/s:

<b>Chairperson</b>	Nil	
<b>Secretary</b>	Nil	
<b>Treasurer</b>	Nil	
<b>Committee</b>	Kerry Pedersen	Lot Number 9

### CHAIRPERSON

As no nominations were received for the position of Chairperson, nominations were called from the Floor of the Meeting. Stephen Creech expressed willingness to serve in this position and was duly elected at the Meeting.

### SECRETARY

As no nominations were received for the position of Secretary, nominations were called from the Floor of the Meeting. Helle Walsh expressed willingness to serve in this position and was duly elected at the Meeting.

### TREASURER

As no nominations were received for the position of Treasurer, nominations were called from the Floor of the Meeting. Jennifer Bauer expressed written willingness to serve in this position and was duly elected at the Meeting.

### ORDINARY COMMITTEE MEMBER/S

The Strata Manager advised that one nomination was received for the position of Ordinary Committee Member from Kerry Pedersen. who was duly elected.

The Strata Manager advised that three positions remained available within the Committee with three nominations received from the floor of the meeting from Geoff Anderson, Tracey Longfield & Daniel Saw.

Therefore, your Committee for the ensuing year shall consist of:

<b>Chairperson</b>	Stephen Creech	Lot Number 17
<b>Secretary</b>	Helle Walsh	Lot Number 6
<b>Treasurer</b>	Jennifer Bauer	Lot Number 14
<b>Committee</b>	Geoff Anderson	Lot Number 3
	Tracey Longfield	Lot Number 1
	Kerry Pedersen	Lot Number 9
	Daniel Saw	Lot Number 15

**There being no further business the meeting closed at 4.27pm.**

**Dated: 11 July 2022**

**Bright & Duggan (QLD) Pty Ltd**

**For and on behalf of NORTHPOINT LINKS CTS 33677**



# Sinking Fund Forecast

## Northpoint Links Body Corporate

1-15 Geraldton Drive

Robina QLD 4226

Community Title Scheme 33677



### Report details

Inspection date:	27/04/2023
Inspector:	Scooder Hansen

#### NEW SOUTH WALES

Level 5, 115 Pitt St Sydney 2000  
PO Box A72 Sydney South NSW 1235

#### QUEENSLAND

9 Gardner Close, Milton 4064  
PO Box 1584 Milton 4064

#### VICTORIA

Level 1, 1 Queens Rd Melbourne 3004  
GPO Box 3025 Melbourne 3001



22/06/2023

The Body Corporate  
Northpoint Links Body Corporate  
1-15 Geraldton Drive  
Robina QLD 4226

Dear Committee Members,

**Thank you for appointing our company to conduct your Sinking Fund Forecast.**

Based on our survey of your property, we have determined that the Body Corporate will need to increase its contributions in the short term to cover its forecast sinking fund expenses. We recommend that the levies initially be set at the level shown in this report. Once the short-term expenses have been paid for, we recommend that this report be updated to confirm that the levies can be reduced to the level shown in this report.

This forecast should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements and any discrepancies between the forecast and actual sinking fund balances. Regular updates also create peace of mind and assist the Body Corporate to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

**Key Report Data Levies Summary – First Financial Year**

Levy Per Unit Entitlement (Total sinking fund levy divided by unit entitlements)	\$154.50
Total Unit Entitlements	200
Total Sinking Fund Levy	\$30,900.00

The data used to arrive at the above figures is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	Page No.
<b>Owners Report Summary</b>	<b>Section 1</b>
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph with New Levies	3
<b>Report Detail</b>	<b>Section 2</b>
15 Year Anticipated Expenditure Table	4
Building Data List from Property Inspection	8
Inspector's Building Report & Building Specific Report Notes	19
Report Notes	20

**All services provided by Solutions in Engineering are supplied on the basis of our 'Supply Terms and Conditions' which are available from our Office and from our website [www.solutionsinengineering.com](http://www.solutionsinengineering.com)**

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Yours sincerely,



The Team at Solutions in Engineering

## Building Details & Report Inputs

### Supplied information

Building Name	Northpoint Links Body Corporate
Building Address	1-15 Geraldton Drive Robina QLD 4226
Community Title Scheme No.	33677
Plan Type	Building Format Plan
Registered Plan Date/Year of Construction	Reg. 2003
Number of Unit Entitlements	200
Number of Units	20
Estimated Sinking Fund Balance	\$53,614
Starting date of Financial Year for Report	1/02/2024
GST Status	
Current Sinking Fund Levy per Lot Entitlement	\$150.00

### Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000) Years 1 - 3	1.70%
Assumed Interest Rate on invested funds (For funds over \$10,000) Years 4 - 15	3.00%
Company Taxation Rate	25.00%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Sinking Fund balances over \$10,000 - Years 1 - 3	1.28%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Sinking Fund balances over \$10,000 - Years 4 - 15	2.25%
Contingency Allowance - For minor and/or unforeseen expenses	10%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase over the past five years.	3.00%
Forecast Period - Number of years the forecasts	15 years

### 15 Year Levy Table

Year	Year To	Total Contribution		Contribution per Lot Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	31/01/2025	30,900.00	0.00	154.50	0.00	38.63	0.00
2	31/01/2026	92,700.00	0.00	463.50	0.00	115.88	0.00
3	31/01/2027	185,400.00	0.00	927.00	0.00	231.75	0.00
4	31/01/2028	190,962.00	0.00	954.81	0.00	238.70	0.00
5	31/01/2029	95,481.00	0.00	477.41	0.00	119.35	0.00
6	31/01/2030	98,345.43	0.00	491.73	0.00	122.93	0.00
7	31/01/2031	101,295.79	0.00	506.48	0.00	126.62	0.00
8	31/01/2032	104,334.66	0.00	521.67	0.00	130.42	0.00
9	31/01/2033	107,464.70	0.00	537.32	0.00	134.33	0.00
10	31/01/2034	110,688.64	0.00	553.44	0.00	138.36	0.00
11	31/01/2035	114,009.30	0.00	570.05	0.00	142.51	0.00
12	31/01/2036	117,429.58	0.00	587.15	0.00	146.79	0.00
13	31/01/2037	120,952.47	0.00	604.76	0.00	151.19	0.00
14	31/01/2038	124,581.04	0.00	622.91	0.00	155.73	0.00
15	31/01/2039	128,318.47	0.00	641.59	0.00	160.40	0.00



### 15 Year Cash Flow Tracking Sheet

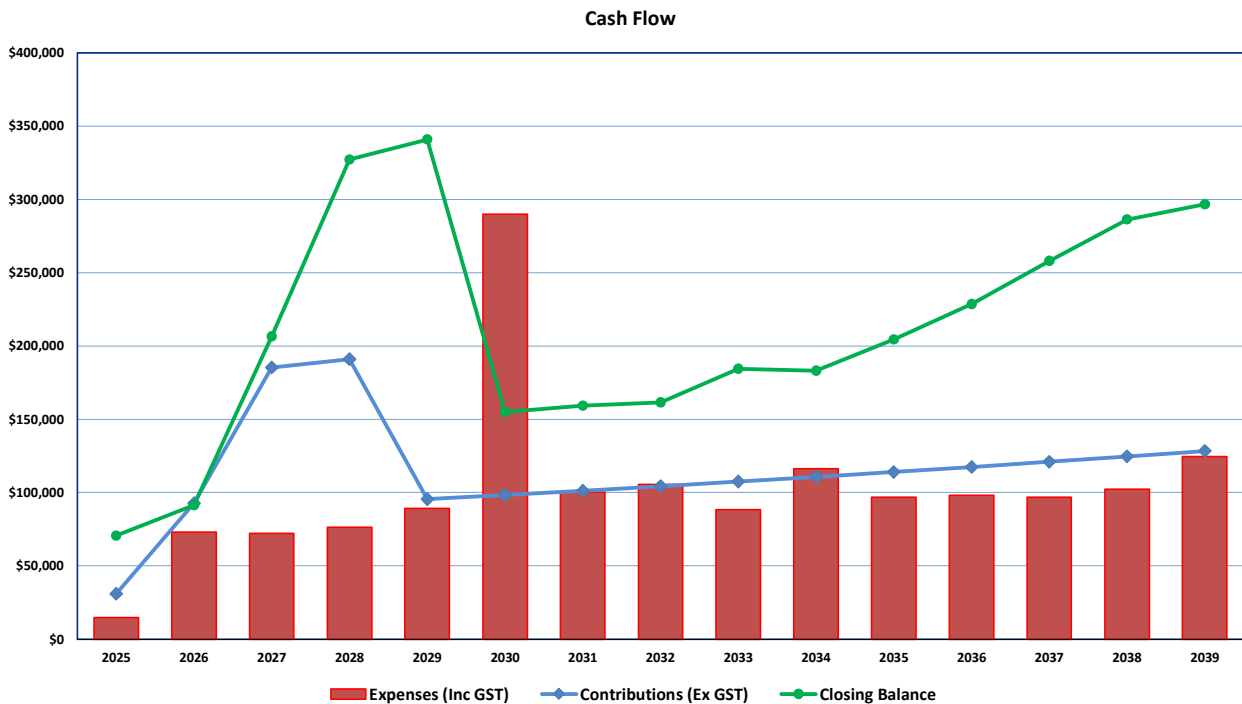
The table below shows the cash flow starting with the anticipated ‘Opening Balance’ at the start of the first financial year which you provided to us. We then add the ‘Total Levy Contributions’ for the year and any ‘Interest’ on balances greater than \$10,000. Any ‘Anticipated Expenses’ (including contingency allowance) are then allowed for leaving a ‘Closing Balance’ for the year which in turn becomes the ‘Opening Balance’ for the following year. In summary:

$$\text{Opening Balance} + \text{Total Levy Contributions} + \text{Interest} - \text{Anticipated Expenses} = \text{Closing Balance}$$

Year	Year To	Opening Balance	Total Levy Contributions (Exc. GST)	Interest (After Tax)	Anticipated Expenses (Inc. GST)	Closing Balance
1	31/01/2025	53,614.00	30,900.00	790.12	14,671.00	70,633.12
2	31/01/2026	70,633.12	92,700.00	1,029.89	73,046.00	91,317.01
3	31/01/2027	91,317.01	185,400.00	1,893.85	72,120.00	206,490.86
4	31/01/2028	206,490.86	190,962.00	5,937.78	76,141.00	327,249.64
5	31/01/2029	327,249.64	95,481.00	7,433.16	89,255.00	340,908.80
6	31/01/2030	340,908.80	98,345.43	5,515.88	289,863.00	154,907.11
7	31/01/2031	154,907.11	101,295.79	3,495.54	100,395.00	159,303.44
8	31/01/2032	159,303.44	104,334.66	3,569.61	105,643.00	161,564.71
9	31/01/2033	161,564.71	107,464.70	3,850.00	88,372.00	184,507.41
10	31/01/2034	184,507.41	110,688.64	4,089.09	116,229.00	183,056.14
11	31/01/2035	183,056.14	114,009.30	4,311.25	96,899.00	204,477.69
12	31/01/2036	204,477.69	117,429.58	4,817.45	98,167.00	228,557.72
13	31/01/2037	228,557.72	120,952.47	5,412.88	96,923.00	258,000.07
14	31/01/2038	258,000.07	124,581.04	6,055.37	102,326.00	286,310.48
15	31/01/2039	286,310.48	128,318.47	6,485.73	124,430.00	296,684.68

### 15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:  
 Contributions line - Total sinking fund contributions per year.  
 Expenses line – Total anticipated expenses in each year.  
 Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



## Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-

**'Expenditure Items'** - lists the different areas and items of expenditure.

**'Current Cost'** - shows the current maintenance expenditure costs in today's dollars.

Year 1 to 15 - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column there are three lines. Firstly, a **'Grand Total (Inc. GST)'** followed by a line calculating the **'Contingency Allowance (Inc. GST)'** for unforeseen and minor expenses and finally **'Total Expenses (Inc. GST)'** for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2025)	Year 2 (2026)	Year 3 (2027)	Year 4 (2028)	Year 5 (2029)	Year 6 (2030)	Year 7 (2031)	Year 8 (2032)	Year 9 (2033)	Year 10 (2034)	Year 11 (2035)	Year 12 (2036)	Year 13 (2037)	Year 14 (2038)	Year 15 (2039)
<b>1. PRELIMINARIES</b>																
Hire mobile scaffolding	6,500	-	-	-	-	-	7,761	-	-	-	-	-	-	-	-	-
Roof guard rail hire - Tiled roof	28	-	-	-	-	-	-	-	-	-	38	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,761</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2. ROOFING</b>																
Repair tiled roofing (Total: 2890 m2) - 5%	6,380	-	-	-	-	-	-	-	-	-	8,574	-	-	-	-	-
Repair tiled roof ridge capping (Total: 299 lm) - 10%	1,220	-	-	-	-	-	-	-	-	-	1,640	-	-	-	-	-
Repair metal roof flashings (Total: 125 lm) - 10%	1,164	-	-	-	-	-	-	-	-	-	1,564	-	-	-	-	-
Repair metal fascia and gutter (Total: 531 lm) - 10%	1,874	-	-	-	-	-	2,238	-	-	-	-	-	-	-	-	-
Repaint fascia and gutter	16,403	-	-	-	-	-	19,586	-	-	-	-	-	-	-	-	-
Repair downpipes (Total: 266 lm) - 10%	1,813	-	-	-	-	-	2,165	-	-	-	-	-	-	-	-	-
Repaint downpipes	7,879	-	-	-	-	-	9,408	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>33,397</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11,778</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>3. BUILDING EXTERIOR</b>																
Repaint external walls	89,040	-	-	-	-	-	106,318	-	-	-	-	-	-	-	-	-
Repaint soffits	14,868	-	-	-	-	-	17,753	-	-	-	-	-	-	-	-	-
Repaint ceilings	2,175	-	-	-	-	-	2,597	-	-	-	-	-	-	-	-	-
Replace mailbox	1,510	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repaint timber door	2,098	-	-	-	-	-	2,505	-	-	-	-	-	-	-	-	-
Repair cement rendered walls (Total: 3180 m2) - 2%	4,014	-	-	-	-	-	4,793	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>133,966</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Expenditure Item	Current Cost	Year 1 (2025)	Year 2 (2026)	Year 3 (2027)	Year 4 (2028)	Year 5 (2029)	Year 6 (2030)	Year 7 (2031)	Year 8 (2032)	Year 9 (2033)	Year 10 (2034)	Year 11 (2035)	Year 12 (2036)	Year 13 (2037)	Year 14 (2038)	Year 15 (2039)
<b>4. BALCONIES</b>																
Repaint ceilings	2,304	-	-	-	-	-	2,751	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,751</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>5. EXTERNAL WALKWAYS</b>																
Repair concrete (Total: 32 m2) - 15%	321	-	-	-	-	372	-	-	-	-	431	-	-	-	-	500
Repair paved walkways (Total: 8 m2) - 50%	433	446	-	-	-	-	517	-	-	-	-	599	-	-	-	-
Repair and repaint timber stairs	1,170	1,205	-	-	-	-	1,397	-	-	-	-	1,620	-	-	-	-
Wash walkway	525	541	-	-	-	-	627	-	-	-	-	727	-	-	-	-
Install handrails	2,805	2,889	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>5,081</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>372</b>	<b>2,541</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>431</b>	<b>2,946</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>500</b>
<b>6. DRIVEWAY</b>																
Repair sliding gate	1,220	-	-	-	-	-	-	1,500	-	-	-	-	-	-	-	-
Replace sliding motor	3,031	-	-	-	-	-	-	3,728	-	-	-	-	-	-	-	-
Replace metal drainage grate	581	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace wheel stops	482	-	-	-	-	-	-	-	-	-	648	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,228</b>	<b>0</b>	<b>0</b>	<b>648</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>7. RECREATION ROOMS</b>																
Repaint internal walls	1,967	-	-	-	-	-	2,349	-	-	-	-	-	-	-	-	-
Repaint ceilings	1,271	-	-	-	-	-	1,518	-	-	-	-	-	-	-	-	-
Repair tiled walkway (Total: 48 m2) - 10%	1,093	-	1,160	-	-	-	-	1,344	-	-	-	-	1,558	-	-	-
Replace aluminium glazed doors	760	-	-	-	-	881	-	-	-	-	1,021	-	-	-	-	1,184
Repair joinery	627	-	-	-	-	-	749	-	-	-	-	-	-	-	-	-
Replace tiled walkway	8,016	8,256	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>8,256</b>	<b>1,160</b>	<b>0</b>	<b>0</b>	<b>881</b>	<b>4,616</b>	<b>1,344</b>	<b>0</b>	<b>0</b>	<b>1,021</b>	<b>0</b>	<b>1,558</b>	<b>0</b>	<b>0</b>	<b>1,184</b>
<b>8. OUTDOOR DINING</b>																
Replace barbeques	1,600	-	-	-	-	-	-	-	2,027	-	-	-	-	-	-	-
Replace plastic chair	139	-	-	-	-	161	-	-	-	-	-	-	-	-	-	217
Replace table	1,150	-	-	-	-	1,333	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,494</b>	<b>0</b>	<b>0</b>	<b>2,027</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>217</b>
<b>9. BATHROOMS</b>																
Repaint internal walls	411	-	-	-	-	-	491	-	-	-	-	-	-	-	-	-
Repair tiled walkway (Total: 6 m2) - 25%	437	-	-	-	-	507	-	-	-	-	587	-	-	-	-	681
Repaint ceilings	159	-	-	-	-	-	190	-	-	-	-	-	-	-	-	-
Replace sanitary fixtures	1,510	-	-	-	-	-	-	-	-	-	-	2,090	-	-	-	-
Repair timber door	210	-	-	-	-	-	251	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>507</b>	<b>932</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>587</b>	<b>2,090</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>681</b>

Expenditure Item	Current Cost	Year 1 (2025)	Year 2 (2026)	Year 3 (2027)	Year 4 (2028)	Year 5 (2029)	Year 6 (2030)	Year 7 (2031)	Year 8 (2032)	Year 9 (2033)	Year 10 (2034)	Year 11 (2035)	Year 12 (2036)	Year 13 (2037)	Year 14 (2038)	Year 15 (2039)
<b>10. OUTDOOR SWIMMING POOL</b>																
Repair metal pool fence and gate (Total: 68 lm) - 5%	797	-	-	-	-	-	952	-	-	-	-	-	-	-	-	-
Replace pool gate	1,897	-	-	-	-	-	-	-	2,403	-	-	-	-	-	-	-
Replace sunlounge	1,247	-	-	-	-	1,446	-	-	-	-	-	-	-	-	-	-
Replace sand filter	2,595	-	-	-	-	-	-	3,192	-	-	-	-	-	-	-	-
Replace chlorinator	4,462	-	-	-	-	-	-	5,488	-	-	-	-	-	-	-	-
Replace pool pump	1,808	-	-	-	-	-	-	2,224	-	-	-	-	-	-	-	-
Replace pool surfaces	13,976	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,446</b>	<b>952</b>	<b>10,904</b>	<b>2,403</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>11. STORAGE ROOM</b>																
Replace store room roller doors - Standard	2,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,428
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,428</b>
<b>12. FENCING AND WALLS</b>																
Repair timber paling fence (Total: 109 lm) - 5%	786	-	-	-	-	911	-	-	-	-	1,056	-	-	-	-	1,225
Repair metal tubular fence (Total: 165 lm) - 5%	1,125	-	-	-	-	-	-	-	-	-	1,512	-	-	-	-	-
Repaint external walls	715	-	-	-	-	-	-	-	-	-	961	-	-	-	-	-
Repair / replace retaining wall (Total: 52 m2) - 1%	897	-	-	-	-	-	-	-	-	-	1,205	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>911</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,734</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,225</b>
<b>13. LANDSCAPING</b>																
Garden upgrade	1,500	-	1,591	-	1,688	-	1,791	-	1,900	-	2,016	-	2,139	-	2,269	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>1,591</b>	<b>0</b>	<b>1,688</b>	<b>0</b>	<b>1,791</b>	<b>0</b>	<b>1,900</b>	<b>0</b>	<b>2,016</b>	<b>0</b>	<b>2,139</b>	<b>0</b>	<b>2,269</b>	<b>0</b>
<b>14. ELECTRICAL</b>																
Maintain electrical system	2,809	-	-	-	-	3,256	-	-	-	-	3,775	-	-	-	-	4,376
Replace intercom audio station	697	-	-	-	-	-	-	-	883	-	-	-	-	-	-	-
Replace unit handsets	6,620	-	-	-	-	-	-	-	8,386	-	-	-	-	-	-	-
Replace external lighting	2,648	-	-	-	-	-	3,162	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,256</b>	<b>3,162</b>	<b>0</b>	<b>9,269</b>	<b>0</b>	<b>3,775</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,376</b>
<b>15. FIRE</b>																
Replace fire hydrant	1,452	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Expenditure Item	Current Cost	Year 1 (2025)	Year 2 (2026)	Year 3 (2027)	Year 4 (2028)	Year 5 (2029)	Year 6 (2030)	Year 7 (2031)	Year 8 (2032)	Year 9 (2033)	Year 10 (2034)	Year 11 (2035)	Year 12 (2036)	Year 13 (2037)	Year 14 (2038)	Year 15 (2039)
<b>16. WATER</b>																
Repair plumbing pipework and drainage	2,345	-	-	-	-	2,719	-	-	-	-	-	-	-	-	-	3,653
Replace domestic electric hot water unit (80L)	1,573	-	-	-	-	-	-	-	-	2,052	-	-	-	-	-	-
Replace water tank (10,000L)	2,809	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,376
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,718</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,052</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,029</b>
<b>17. SPECIAL EXPENDITURE ITEM - WATER INGRESS ISSUES AT PROPERTY</b>																
Repair negative pressure waterproofing on units 11, 17, 18, 19 and 20	3,500	-	-	-	-	-	-	-	4,434	-	-	-	-	-	-	-
Negative Pressure Membrane + Roof repairs works remaining units.	60,000	-	63,654	65,564	67,531	69,556	71,643	73,792	76,006	78,286	80,635	83,054	85,546	88,112	90,755	93,478
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>63,654</b>	<b>65,564</b>	<b>67,531</b>	<b>69,556</b>	<b>71,643</b>	<b>73,792</b>	<b>80,440</b>	<b>78,286</b>	<b>80,635</b>	<b>83,054</b>	<b>85,546</b>	<b>88,112</b>	<b>90,755</b>	<b>93,478</b>
<b>Grand Total (Incl. GST)</b>		<b>13,337</b>	<b>66,405</b>	<b>65,564</b>	<b>69,219</b>	<b>81,141</b>	<b>263,512</b>	<b>91,268</b>	<b>96,039</b>	<b>80,338</b>	<b>105,663</b>	<b>88,090</b>	<b>89,243</b>	<b>88,112</b>	<b>93,024</b>	<b>113,118</b>
<b>Contingency Allowance (Incl. GST)</b>		<b>1,334</b>	<b>6,641</b>	<b>6,556</b>	<b>6,922</b>	<b>8,114</b>	<b>26,351</b>	<b>9,127</b>	<b>9,604</b>	<b>8,034</b>	<b>10,566</b>	<b>8,809</b>	<b>8,924</b>	<b>8,811</b>	<b>9,302</b>	<b>11,312</b>
<b>Grand Total Expenses (Incl. Contingency Allowance and GST)</b>		<b>14,671</b>	<b>73,046</b>	<b>72,120</b>	<b>76,141</b>	<b>89,255</b>	<b>289,863</b>	<b>100,395</b>	<b>105,643</b>	<b>88,372</b>	<b>116,229</b>	<b>96,899</b>	<b>98,167</b>	<b>96,923</b>	<b>102,326</b>	<b>124,430</b>

## Building Data List from the Property Inspection for Northpoint Links Body Corporate

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:-

'Items' – identifies and describes the maintenance item

'Qty' – lets you know the quantity of that item in scope

'Unit' – is the unit rate used to measure the quantity

'Rate' – is the cost of each unit in dollars

'Value' – is the quantity (Qty) multiplied by the Rate (\$)

'Next Due' - is the remaining life in years until an item needs money spent on it.

'Total Life' - is the total life the item after it is replaced, repaired or reed.

'Comments' – details any useful explanatory notes for the item.

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>1. PRELIMINARIES</b>							
Hire mobile scaffolding	1	ea.	6,500.00	6,500.00	6	10	As required
Roof guard rail hire - Tiled roof	1	lm	27.87	28.00	10	10	As required
<b>2. ROOFING</b>							
Repair tiled roofing (Total: 2890 m2) - 5%	145	m2	44.00	6,380.00	10	30	Repair as required
Repair tiled roof ridge capping (Total: 299 lm) - 10%	30	lm	40.65	1,220.00	10	10	Repair as required
Repair metal roof flashings (Total: 125 lm) - 10%	13	lm	89.54	1,164.00	10	10	Repair as required
Repair metal fascia and gutter (Total: 531 lm) - 10%	54	lm	34.71	1,874.00	6	10	Repair as required
Repaint fascia and gutter	531	lm	30.89	16,403.00	6	10	Ongoing painting program
Repair downpipes (Total: 266 lm) - 10%	27	lm	67.13	1,813.00	6	10	Repair as required
Repaint downpipes	266	lm	29.62	7,879.00	6	10	Ongoing painting program
<b>3. BUILDING EXTERIOR</b>							
Repaint external walls	3180	m2	28.00	89,040.00	6	10	Ongoing painting program
Repaint soffits	531	m2	28.00	14,868.00	6	10	Ongoing painting program
Repaint ceilings	87	m2	25.00	2,175.00	6	10	Ongoing painting program
Replace mailbox	20	ea.	75.50	1,510.00	19	30	Replace as required
Repaint timber door	20	ea.	104.92	2,098.00	6	10	Ongoing painting program
Repair cement rendered walls (Total: 3180 m2) - 2%	64	m2	62.72	4,014.00	6	10	Repair as required
<b>4. BALCONIES</b>							
Repaint ceilings	87	m2	26.48	2,304.00	6	10	Ongoing painting program
<b>5. EXTERNAL WALKWAYS</b>							
Repair concrete (Total: 32 m2) - 15%	5	m2	64.11	321.00	5	5	Repair as required/ Estimate only - quotations required
Repair paved walkways (Total: 8 m2) - 50%	4	m2	108.15	433.00	1	5	Repair as required
Repair and repaint timber stairs	18	m2	65.00	1,170.00	1	5	Ongoing painting program
Wash walkway	35	m2	15.00	525.00	1	5	As required
Install handrails	17	lm	165.00	2,805.00	1	40	Replace as required - Estimate only - Quotation required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>6. DRIVEWAY</b>							
Repair sliding gate	2	ea.	609.76	1,220.00	7	10	Repair as required
Replace sliding motor	2	ea.	1,515.68	3,031.00	7	10	Replace as required
Replace metal drainage grate	2	ea.	290.36	581.00	20	30	Replace as required
Replace wheel stops	2	ea.	240.96	482.00	10	10	Replace as required
<b>7. RECREATION ROOMS</b>							
Repaint internal walls	91	m2	21.61	1,967.00	6	10	Ongoing painting program
Repaint ceilings	48	m2	26.48	1,271.00	6	10	Ongoing painting program
Repair tiled walkway (Total: 48 m2) - 10%	5	m2	218.58	1,093.00	2	5	Repair as required
Replace aluminium glazed doors	2	ea.	380.00	760.00	5	5	Replace as required
Repair joinery	1	Item	627.18	627.00	6	10	Repair as required
Replace tiled walkway	48	m2	167.00	8,016.00	1	30	Replace as required
<b>8. OUTDOOR DINING</b>							
Replace barbecues	2	ea.	800.00	1,600.00	8	10	Replace as required
Replace plastic chair	6	ea.	23.21	139.00	5	10	Replace as required
Replace table	1	ea.	1,149.82	1,150.00	5	30	Replace as required
<b>9. BATHROOMS</b>							
Repaint internal walls	19	m2	21.61	411.00	6	10	Ongoing painting program
Repair tiled walkway (Total: 6 m2) - 25%	2	m2	218.58	437.00	5	5	Repair as required
Repaint ceilings	6	m2	26.48	159.00	6	10	Ongoing painting program
Replace sanitary fixtures	2	ea.	754.93	1,510.00	11	30	Replace as required
Repaint timber door	2	ea.	104.92	210.00	6	10	Ongoing painting program
<b>10. OUTDOOR SWIMMING POOL</b>							
Repair metal pool fence and gate (Total: 68 lm) - 5%	4	lm	199.30	797.00	6	10	Repair as required
Replace pool gate	3	ea.	632.39	1,897.00	8	20	Replace as required
Replace sunlounge	6	ea.	207.90	1,247.00	5	15	Replace as required
Replace sand filter	1	ea.	2,594.54	2,595.00	7	10	Replace as required
Replace chlorinator	2	ea.	2,231.15	4,462.00	7	10	Replace as required
Replace pool pump	1	ea.	1,808.26	1,808.00	7	10	Replace as required
Replace pool surfaces	74	m2	188.86	13,976.00	25	40	Replace as required
<b>11. STORAGE ROOM</b>							
Replace store room roller doors - Standard	2	ea.	1,100.00	2,200.00	15	40	Replace as required
<b>12. FENCING AND WALLS</b>							
Repair timber paling fence (Total: 109 lm) - 5%	6	lm	131.01	786.00	5	5	Repair as required
Repair metal tubular fence (Total: 165 lm) - 5%	9	lm	125.00	1,125.00	10	10	Repair as required
Repaint external walls	28	m2	25.55	715.00		10	Ongoing painting program
Repair / replace retaining wall (Total: 52 m2) - 1%	1	m2	897.21	897.00	10	10	Repair as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>13. LANDSCAPING</b>							
Garden upgrade	1	Item	1,500.00	1,500.00	2	2	As required
<b>14. ELECTRICAL</b>							
Maintain electrical system	1	Item	2,808.62	2,809.00	5	5	Repair as required
Replace intercom audio station	1	ea.	696.86	697.00	8	20	Replace as required
Replace unit handsets	20	Per unit	331.01	6,620.00	8	20	Replace as required
Replace external lighting	20	ea.	132.40	2,648.00	6	10	Replace as required
<b>15. FIRE</b>							
Replace fire hydrant	1	ea.	1,451.79	1,452.00	20	30	Replace as required
<b>16. WATER</b>							
Repair plumbing pipework and drainage	1	Item	2,345.00	2,345.00	5	10	Repair as required
Replace domestic electric hot water unit (80L)	1	ea.	1,572.58	1,573.00	9	15	Replace as required
Replace water tank (10,000L)	1	ea.	2,808.62	2,809.00	15	50	Replace as required
<b>17. SPECIAL EXPENDITURE ITEM - WATER INGRESS ISSUES AT PROPERTY</b>							
Repair negative pressure waterproofing on units 11, 17, 18, 19 and 20	1	Item	3,500.00	3,500.00	8	10	Repair as required
Negative Pressure Membrane + Roof repairs works remaining units.	1	Item	60,000.00	60,000.00	2	1	Repair works likely required to units due to water ingress issues. Allowance to complete works based on previous costs - estimate only as timing and complete scope unknown at time of report completion. We strongly recommend seeing quotes will be required before proceeding with work. In addition, please note a repair allowance will also be required for ongoing repairs at time of next review.



# Building Photo Section

## Item Group

### PRELIMINARIES



### ROOFING



**Item Group**

**BUILDING EXTERIOR**



**BALCONIES**



**Item Group**

**EXTERNAL WALKWAYS**



**Item Group**

**DRIVEWAY**



**Item Group**

**RECREATION ROOMS**



**OUTDOOR DINING**



**Item Group**

**BATHROOMS**



**OUTDOOR SWIMMING POOL**



**Item Group**

**FENCING AND WALLS**



**LANDSCAPING**



**ELECTRICAL**



**Item Group**

**FIRE**



**WATER**





## Inspector's Report for Northpoint Links Body Corporate

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1. **INFLATION** - It is necessary to offset the effects of inflation of construction materials and labour costs and to ensure that adequate funds are available to provide for major works which frequently become necessary as the property ages, but cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that construction and maintenance costs will increase by 50% every 15 years. The fund balance will be reviewed in light of current price levels and the state of the property at the time of each update.
2. **UPDATES** - We recommend that this report be updated every 3 years to ensure that it captures market variations and any changes to the property itself.
3. **ADMINISTRATION EXPENSES** - We assume that small repairs & improvements, regular maintenance items are financed via the administration fund and therefore are not included in this report.
4. **PAINT QUOTATIONS** - It is recommended that quotations are obtained for painting well in advance of when the work is to be carried out to allow for any shortfall or excess in funds. The costs estimated for painting are as accurate as possible but will vary from actual painting quotations.
5. **PAINT SERVICE-LIFE** - Paint serves to protect a surface as well as improving its appearance. Paint seals the surface from water, salt, or air pollutants. Although paint may hold its appearance for at least ten years before cracking and/or peeling occurs, it may become porous and lose its protective abilities before this point.
6. **PAINTED METAL** - Some painted metal items show signs of wear and / or damage. Repainting these items is recommended in the short term, but full replacement of these items should be considered and planned for well in advance.
7. **ELEVATING WORKING PLATFORMS** - Funds allocated for elevating working platforms (EWP's) can be used for many types of access equipment including, but not limited to; scaffolding, boom lifts, cherry pickers, etc.
8. **SURFACE CLEANING** - Surface cleaning may be carried out using high pressure water or a chemical wash. Care should be taken to meet relevant water restrictions.
9. **BOUNDARY FENCES OR WALLS** - Maintenance of fences or walls between properties is regulated under the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011, which states that neighbours have equal responsibility for dividing fences or walls (excluding retaining walls). As such, a 50% rate has been used for all maintenance work on boundary fences or walls.
10. **TILED ROOFS** - Tiled roofs may have a service life of 60 years or more with proper care and maintenance.
11. **FUNDS REQUIRED** – While this report has been calculated using a 20 year timeline the report only shows the first 15 year. The closing balance appears high, but funds will be required for maintenance and improvements in the years 16-20 and ongoing from there.
12. **LEVIES RISE** - We have recommended the levies rise for the possibility of future water ingress issues, based on information provided. The owners may want to consider increasing the levies to the Capital Works Fund further or decide if special levies would be a suitable method of raising funds for future works.
13. **NOTES V2** - Allowance added for repair of negative pressure waterproofing on units 11, 17, 18, 19 and 20 - historical water ingress issues
14. **NOTES V3** - Repair works likely required to units due to water ingress issues. Allowance to complete works based on previous costs - estimate only and timing and complete scope unknown at time of report completion. We strongly recommend seeking quotes before proceeding with works. A repair allowance will also be required for ongoing repairs at time of next report completion.

## Report Notes

### Sinking Fund Forecast (QLD)

*This forecast satisfies the current requirements of Section 160 of the Body Corporate and Community Management (Standard Module) Regulation 2020. The Regulation states:-*

#### **160 Budgets**

(1) *The body corporate must, by ordinary resolution, adopt 2 budgets for each financial year -*

- (a) *the administrative fund budget*
- (b) *the sinking fund budget*

(3) *The sinking fund budget must-*

(a) *allow for raising a reasonable capital amount both to provide for necessary and reasonable spending from the sinking fund for the financial year, and also to reserve an appropriate proportional share of amounts necessary to be accumulated to meet anticipated major expenditure over at least the next nine years after the financial year, having regard to-*

- (i) *anticipated expenditure of a capital or non-recurrent nature; and*
- (ii) *the periodic replacement of items of a major capital nature; and*
- (iii) *other expenditure that should reasonably be met from capital, and*

(b) *fix the amount to be raised by way of contribution to cover the capital amount mentioned in paragraph(a).*

#### **THIS REPORT DEALS WITH THE SINKING FUND BUDGET.**

**Figures used and updates** - The figures used in the forecast are typical for this type of building and normal usage. The Body Corporate has some discretion in the timing of most maintenance items. The purpose of this forecast is to ensure funds are available when required to cover foreseeable expenses.

**Contingency** - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

**Interest, Taxation and Inflation** - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Body Corporate is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

**Administration Budget** - Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

**Safety** - The inspection does not cover safety issues.

**Lifts** - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Body Corporate Committee/Representative.

**Fire Maintenance** – We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Body Corporate Committee/Representative.

**Items with Indefinite Lives** - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the body corporate); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

**Improvements** - The Body Corporate may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items unless instructed.

**Defects** - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

**Ongoing Maintenance Programs** - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the Body Corporate. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- Usage.
- Accidental damage to floor tiles, which may or may not be still available or in stock.
- Fences can be maintained and replaced gradually or all at once.
- Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

**Updates** - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

**Your FREE amendment (conditions)** - In order to ensure that this service is provided to all clients in an efficient and productive manner we ask that you fully review your report and list anything you would like changed in a single email allowing for the requested amendments to be dealt with in one effort. Due to the extra work involved and inefficiency created by an incomplete initial amendment request further amendments requests will be charged for based on the hours and effort required.

**Supply terms and conditions** - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website [www.solutionsinengineering.com](http://www.solutionsinengineering.com)

**Please read the information and the notes on the Inspector's report to gain the most from this report.**

A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool. This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975*.

**1. Pool safety certificate number**

 Certificate number: 
**2. Location of the swimming pool**

Lot/s on plan details are usually shown on the title documents and rates notices

Street address:



Postcode





Lot and plan details:

Local government area:

**3. Exemptions or alternative solutions for the swimming pool (if known and applicable)**

If it is known that an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.


**4. Shared pool or non-shared pool**

Shared pool



Non-shared pool


**5. Pool safety certificate validity**

Effective date:

  /   /    

Expiry date:

  /   /    
**6. Certification**

This certificate states that the pool safety inspector has inspected the regulated pool and is satisfied that the pool is a complying pool under the *Building Act 1975*.

**I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.**

Name:

 Pool safety inspector  
licence number:

Signature:

**Other important information that could help save a young child's life**

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. Gates and doors giving access to the pool must always be kept securely closed while they are not in use. High penalties apply for non-compliance. It is essential that parents and carers carefully supervise young children around swimming pools at all times. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit [www.qbcc.qld.gov.au/your-property/swimming-pools/pool-safety-standard](http://www.qbcc.qld.gov.au/your-property/swimming-pools/pool-safety-standard) for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

**Privacy statement**

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the Building Act 1975. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

**RTI:** The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

This is a public document and the information in this form will be made available to the public.

Duty Imprint

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in DERM see the department's website.

<b>1. Nature of request</b>	<b>Lodger (Name, address, E-mail &amp; phone number)</b>	<b>Lodger Code</b>
REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR NORTHPOINT LINKS COMMUNITY TITLES SCHEME 33677	Sargeant Strata Pty Ltd PO Box 4549 ASHMORE QLD 4214 Phone: 07 5539 6886 Email: info@sargeantstrata.com.au	GC319

<b>2. Lot on Plan Description</b>	<b>County</b>	<b>Parish</b>	<b>Title Reference</b>
COMMON PROPERTY OF NORHTPOINT LINKS COMMUNITY TITLES SCHEME 33677	WARD	GILSTON	50542594

**3. Registered Proprietor/State Lessee**  
BODY CORPORATE FOR NORTHPOINT LINKS COMMUNITY TITLES SCHEME 33677

**4. Interest**

**5. Applicant**  
BODY CORPORATE FOR NORTHPOINT LINKS COMMUNITY TITLES SCHEME 33677

**6. Request**

I hereby request that: A NEW CMS DEPOSITED HEREWITH WHICH AMENDS SCHEDULE C – BY-LAWS OF THE EXISTING CMS BE RECORDED AS THE CMS FOR NOTHPOINT LINKS COMMUNITY TILES SCHEME 33677.

**7. Execution by applicant**

  
CHAIRMAN SIGNATURE

  
COMMITTEE MEMBER SIGNATURE

CAVELLE FISHER  
FULL NAME

IAN HUNTER  
FULL NAME

02 107115  
Execution Date

Applicant's or Solicitor's Signature



Note: A Solicitor is required to print full name if signing on behalf of the applicant



This statement incorporates and must include the following:

**THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE**

- Schedule A* - Schedule of lot entitlements
- Schedule B* - Explanation of development of scheme land
- Schedule C* - By-laws
- Schedule D* - Any other details
- Schedule E* - Allocation of exclusive use areas

*Office use only*

**CMS LABEL NUMBER**

<b>1. Name of community titles scheme</b> Northpoint Links Community Titles Scheme No. 33677		<b>2. Regulation module</b> Accommodation Module	
<b>3. Name of body corporate</b> Body Corporate for Northpoint Links Community Titles Scheme No. 33677			
<b>4. Scheme land</b>			
Description of Lot	County	Parish	Title Reference
Common Property of Northpoint Links CTS No. 33677	Ward	Gilston	5054594
Lots 1- Lot 20 on SP 174301	Ward	Gilston	5054595 to 50542614 (inclusive)
<b>5. Name and address of original owner #</b>		<b>6. Reference to plan lodged with this statement</b>	

# first community management statement only

**7. Local Government community management statement notation**

.....signed

.....name and designation

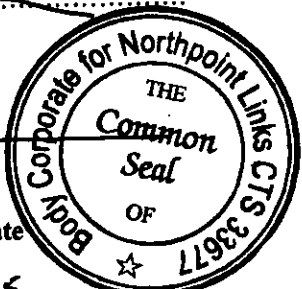
.....name of Local Government

**8. Execution by original owner/Consent of body corporate**

*Cavelle Fisher*

CHAIRMAN SIGNATURE

CAVELLE FISHER  
PRINT NAME



Execution Date  
02/07/15

*Ian Hunter*

COMMITTEE MEMBER SIGNATURE

IAN HUNTER  
PRINT NAME

\*Original owner to execute for a first community management statement  
\*Body corporate to execute for a new community management statement

**Privacy Statement**

The information from this form is collected under the authority of the Body Corporate and Community Management Act 1997 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution	Interest
1 on SP 174301	10	100
2 on SP 174301	10	100
3 on SP 174301	10	100
4 on SP 174301	10	100
5 on SP 174301	10	100
6 on SP 174301	10	100
7 on SP 174301	10	100
8 on SP 174301	10	100
9 on SP 174301	10	100
10 on SP 174301	10	100
11 on SP 174301	10	100
12 on SP 174301	10	100
13 on SP 174301	10	100
14 on SP 174301	10	100
15 on SP 174301	10	100
16 on SP 174301	10	100
17 on SP 174301	10	75
18 on SP 174301	10	75
19 on SP 174301	10	75
20 on SP 174301	10	75
<b>TOTALS</b>	<b>200</b>	<b>1900</b>

**SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

Not Applicable

**SCHEDULE C BY-LAWS**

**1. Vehicles**

Save where a valid By-Law made pursuant to the Act authorises him to do so, an owner or occupier of a lot shall not park or stand any motor or other vehicle upon Common Property except with the consent in writing of the Body Corporate Committee.

**2. Private Roads and Other Common Property**

The private roadways, pathways, drives and other Common Property and any easement giving access to the land shall not be obstructed by any Owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of an owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. An owner or occupier of a lot shall not:

- 2.1 drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight on to or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any building or other structure erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinances;
- 2.2 permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking.
- 2.3 permit any boat, trailer, caravan, campervan or mobile home on to, over or through the Common Property.

### 3. **Visitors' Car Park**

- 3.1 An owner or occupier of a lot shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.
- 3.2 An owner or occupier of a lot shall ensure that their invitees use the visitor car parking area only for its intended purpose of casual parking within the rules set from time to time by the Committee of the Body Corporate (which rules shall provide that areas of casual parking shall not be used for more than three (3) hours at a time).

### 4. **Obstruction**

An owner of a lot shall not obstruct lawful use of Common Property by any person.

### 5. **Damage to Lawns on Common Property**

An owner or occupier of a lot shall not damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property or any lot.

### 6. **Damage to Common Property**

An owner or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property or any Body Corporate Assets except with the consent in writing of the Committee but this By-Law does not prevent an owner or person authorised by him from installing any locking or other safety device for protection of his lot against intruders provided that the locking or other safety device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the owner, does not detract from the amenity of the building and is of a design, type and colour agreed to by the Committee from time to time. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.



**7. Use of Recreation Facilities**

- 7.1 In relation to the use of the swimming pool and adjacent areas and other recreation areas, if any, ("the Recreation Facilities"), an owner or occupier of a lot shall ensure:-
- 7.2 that his invitees and guests do not use the same or any of them unless he or another owner or occupier accompanies them
- 7.3 that children below the age of thirteen (13) years are not allowed in or around the same unless accompanied by an adult owner or occupier exercising effective control over them;
- 7.4 that glass containers or receptacles of any type are not taken or allowed to remain in or around the same;
- 7.5 that he and his invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Recreation Facilities by other persons;
- 7.6 that no use is made of the recreation facilities between the hours of 10.00 p.m. and 6.00 a.m. or other hours set from time to time by the Committee of the Body Corporate;
- 7.7 that the owner or occupier and their invitees and guests obey any lawful direction given to them by the Body Corporate or the Caretaker.

**8. Rules re Recreation Facilities**

The Committee may make rules relating to the use of the Recreation Facilities not inconsistent with these by-laws and the same shall be observed by the owners unless and until they are disallowed or revoked by a majority resolution at a general meeting of the owners.

**9. Maintenance of Recreation Facilities**

An owner or occupier of a lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities or add any chemical or other substance to the swimming pool or other water feature.

**10. Instructions to Contractors etc.**

The owners of lots shall not directly instruct any contractors or workmen employed by the Committee unless authorised by the Body Corporate, the Committee or the caretaker.

**11. Depositing Rubbish etc. on Common Property**

An owner or occupier of a lot shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the Common Property.

## **12. Garbage Disposal**

An owner or occupier of a lot shall:-

- 12.1 save where the Committee provides some other means of disposal of garbage, maintain within his lot, or on such part of the Common Property as may be authorised by the Committee, in clean and dry condition and adequately covered, a receptacle for garbage;
- 12.2 comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- 12.3 ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely affected by his disposal of garbage; and
- 12.4 use the recycle bins or receptacles (if any) that may be provided by the Body Corporate and/or the relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles.

## **13. Appearance of Buildings and Signs**

- 13.1 Subject to By Law 30 and By Law 48 an owner or occupier of a lot shall not, except with the consent in writing of the Committee, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of the lot or Common Property in such a way as to be visible from inside or outside of the Scheme Land. In connection with the hanging of clothing to dry naturally, this is permitted only in the areas (if any) designated by the Committee where facilities are supplied for such needs;
- 13.2 An owner or occupier of a lot shall not, except with the consent in writing of the Committee, permit any boat, trailer, caravan, campervan or mobile home on a lot which is visible from the Common Property or from an adjoining lot.

## **14. Inflammable Liquids, Gases or Other Materials**

- 14.1 An owner or occupier of a lot shall not bring to, do or keep anything in the lot which shall increase the rate of fire insurance on any property within the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the Building Format Plan or the regulations or ordinances of any Public Authority for the time being in force;
- 14.2 An owner of a lot shall not, except with the consent in writing of the Committee, use or store on his lot or upon the Common Property any flammable chemical, liquid, or gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or such chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine;
- 14.3 An owner or occupier of a lot shall not maintain or operate anywhere within a lot a barbecue (being gas, electric or any other kind).

## 15. **Keeping of Animals**

- 15.1 An Occupier must obtain the written approval of the Committee before bringing or keeping or permitting an Invitee to bring any animal on a Lot or the Common Property. The Committee's approval will not be unreasonably withheld.
- 15.2 If written approval has been given by the Committee to bring or keep an animal on a Lot:
- (i) the keeping of the animal must comply with all Council regulations and evidence of registration shall be provided to the Committee if reasonably requested; and
  - (ii) the Occupier of the Lot at which the animal is being kept shall indemnify and keep indemnified the Body Corporate and / or the Owner or Occupier of any other Lot against any injury, damage, loss or expense, legal or otherwise, incurred or suffered, as a result of the animal being on Common Property or any other Lot.
- 15.3 Any approval given by the Committee to keep an animal on a Lot (including prior to the passing of this by-law) shall only operate until the death of the animal or the animal moves from the Scheme Land.
- 15.4 An Occupier must clean up after an animal that they bring or keep or permit to bring or keep on a Lot or the Common Property.
- 15.5 This by-law does not apply to:
- (i) a person who has the right to be accompanied by a guide, hearing or assistance dog under the Guide, Hearing and Assistance Dogs Act 2009; and
  - (ii) any animal that will live in a tank, or in a cage, and which will not cause any nuisance to any other Occupier, and would not cause concern to other Occupiers if it escaped (including, but not limited to, snakes and spiders).

## 16. **Auction Sales**

Subject to By Law 30 an owner or occupier of a lot shall not permit any auction sale to be conducted or to take place in the lot or within the Scheme Land without the prior approval in writing of the Committee.

## 17. **Right of Entry**

- 17.1 An owner or occupier, upon receiving reasonable notice from the Committee, shall allow the Body Corporate or any other contractors, sub-contractors, workmen or other person authorised by it, the right of access to his lot for the purpose of carrying out works, maintenance, reading meters or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other

system or service, whether to his lot or to an adjoining lot or for any other purpose permitted under these By Laws, the Act or the Module.

- 17.2 If in the reasonable opinion of the Committee or the Manager (if any) there is a matter of sufficient emergency no such aforesaid notice will be necessary. Such works or repairs shall be at the expense of the owner or occupier of the lot in the case where the need for such works or repairs is due to any act or default of the owner or occupier or their guests, servants or agents. Any entry pursuant to this By Law shall not constitute trespass. The Committee or Manager (if any) in exercising the powers under this By Law shall ensure that its servants, agents and employees cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances or for any other purpose permitted under these By Laws, the Act or the Module.

## 18. Noise

- 18.1 An owner or occupier of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of lots or of any person lawfully using the Common Property. In particular, no owner or occupier of a lot shall hold or permit to be held any social gathering in his lot which would cause any noise which unlawfully interferes with the peace and quietness of any other owner or occupier of a lot, at any time of the day or night and in particular shall comply in all respects with the *Noise Abatement Act, 1979*, as amended. IN relation to this By Law 18.1, in judging whether the level of noise emanating from a lot that lawfully may be used for commercial purposes is unreasonable, the commercial use of the lot shall be taken into consideration.
- 18.2 In the event of any unavoidable noise in a lot at any time, the owner or occupier thereof shall take all practical means to minimise annoyance to other owners or occupiers of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.
- 18.3 In respect of the residential areas of the Scheme Land, guests leaving after 11.00 p.m. shall be requested by their hosts to leave quietly. Quietness also shall be observed when an owner or occupier of a lot returns to the lot late at night or early morning hours.
- 18.4 An owner or occupier of a lot shall not operate or permit to be operated upon the Scheme Land any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other lot.
- 18.5 The volume of any radio, television or other sound equipment shall be kept as low as possible at all times and shall not be operated in such a manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.

18.6 An owner or occupier of a lot shall not permit any musical instrument to be practised or played upon or any avoidable noise to be made in such manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.

**19. Infectious Diseases**

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance happening in any lot, the owner or occupier of such lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Body Corporate the expenses incurred by the Body Corporate of disinfecting the lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

**20. Fences, Pergolas, Screens, External Blinds or Awnings**

An owner of a lot shall not construct or permit the construction or erection of any fence, pergola, screen, external blind or awning or other structure or outbuilding of any kind within or upon a lot or on Common Property. Any work, alterations, improvement or structure carried out or erected in breach of this By Law may be forthwith removed with or without notice by the Body Corporate, the Manager and each of their respective employees, agents and contractors and any entry on to the lot pursuant to this By law shall not constitute trespass. All costs incurred in such removal may be recovered from the owner of the Lot as a liquidated debt. This By-Law shall not apply to the Original Owner

**21. Structural Alterations to the Interior of Lots**

The manner and style of any structural fit out or structural alteration to the interior of any lot must have the prior written approval of the Committee. The Committee shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a lot shall comply with all such requests. The Committee may engage an architect or other consultant to review any plans and/or specifications or monitor any work undertaken in relation to such alterations. The owner of the lot within which the alterations are being carried out shall pay to the Body Corporate all costs and expenses incurred by the Body Corporate in engaging such architect or other consultant. Where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed. This By Law shall not apply to the Original Owner.

**22. Fire Control**

22.1 An owner or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency, and must not obstruct any fire stairs or fire escape;

22.2 The Body Corporate or an owner or occupier of a lot must, in respect of the Community Titles Scheme or the lot, as appropriate:

- (i) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Community Titles Scheme or the lot;
- (ii) ensure that provision of all adequate equipment to prevent fire or the spread of fire in or from the Community Titles Scheme or the lot is to the satisfaction of all relevant authorities; and
- (iii) take all reasonable steps to ensure compliance with fire laws in respect of the Community Titles Scheme or the lot.

**23. Maintenance Responsibility of Alterations to Common Property**

Any alteration made to Common Property or fixture or fitting attached to Common Property by any owner of a lot shall, unless otherwise provided by resolution of a meeting of the Committee or the Body Corporate (as appropriate), be repaired and maintained by the owner for the time being of such lot.

**24. Curtains, Venetian Blinds, Shutters and Window Tinting ("Window Coverings")**

An owner shall not install Window Coverings visible from outside the lot unless those Window Coverings have a backing with such colour and design as has been approved by the Committee of the Body Corporate. An owner shall not install, renovate and/or replace a Window Covering without having the colour and design of same approved by the Committee. In giving such approvals, the Committee shall ensure so far as practicable that Window Coverings used in all units presents a uniform appearance when viewed from inside or outside of the Scheme Land, provided however that where a lot may lawfully be used for commercial purposes, the Committee shall not unreasonably refuse or withhold its consent where such window covering is in keeping with the general commercial operation to be conducted from the lot. The Committee may engage an architect and/or other consultant to consider plans or specifications or to monitor any work undertaken. The Body Corporate may recover the costs of any architect or other consultant from the owner of the lot for which the works have been approved. The Committee may also establish guidelines in relation to any window coverings which must be complied with by any lot owner or occupier.

**25. Maintenance of Common Property and the Lots**

25.1 The Body Corporate shall be responsible for the repair, replacement, renewal and maintenance of the Common Property and the Body Corporate Assets.

25.2 Each owner shall be responsible for the maintenance of his lot, other than that part of the lot which will be maintained by the Body Corporate pursuant to these By Laws and shall ensure that his lot is so kept and maintained so as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise, or through the proliferation of cobwebs on the lot. In particular, and without limitation, an owner or occupier of a lot shall ensure that the eradication of pests is carried out on the lot on a regular basis.

- 25.3 All lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other lots.
- 25.4 In the event that a lot is not maintained in accordance with By Laws 25.2 and 25.3, the Committee may notify the owner or occupier in writing that the lot is not maintained in accordance with the By Laws, and in the event that the owner or occupier of the lot does not in the opinion of the Committee adequately maintain the lot within the time stipulated in the notice, the Committee may direct the Caretaker to cause the lot to be maintained at the expense of the owner or occupier thereof.
- 25.5 Where an owner or occupier of a lot has not maintained the lot in accordance with these By Laws, the owner or occupier of the lot as the case may be hereby authorises access to the lot for the Committee and its servants, agents and contractors for the purpose of maintaining the lot in accordance with these By Laws. The Committee, in exercising its power, shall ensure that servants, agents and contractors cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.
- 25.6 **Replacement of Glass.** Windows shall be kept clean and promptly replaced by the owner or occupier of the lot at his expense with fresh glass of the same kind, colour and weight as at present if broken or cracked. This By-Law shall not prohibit an owner from making a claim on any applicable Body Corporate insurance.
- 25.7 Any maintenance of lots or Common Property shall where reasonably possible in the circumstances only be carried out by the use of natural products that do not contain toxic or poisonous chemicals.

26. **Taps**

An owner or occupier of a lot shall not waste water and shall see that all water taps in his lot are promptly turned off after use. Should the lot be unoccupied for a period of more than a month, then the stopcock or such other similar device on the hot water system will be turned off.

27. **Water Closets**

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water costs, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the owner whether the same is caused by his own actions or those of his servants, agents, licensees or invitees.

## 28. Behaviour of Invitees

- 28.1 An owner or occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using Common Property.
- 28.2 The owner or occupier of a lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such owner or occupier or their invitees.
- 28.3 An owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the By-laws.
- 28.4 The duties and obligations imposed by these By Laws on an owner or occupier of a lot shall be observed not only by the owner or occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such owner or occupier.
- 28.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By Laws by any owner or occupier of a lot or the guests, servants, employees, agents, children, invitees or licensees of the owner or occupier of a lot or any of them, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at a time when the breach occurred.
- 28.6 An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees and guests are suitably attired at all times.

## 29. Notice of Defect

An owner or occupier of a lot shall give the Committee and/or the Manager prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the building as often as may be necessary.

## 30. Display Unit

- 30.1 While the Original Owner remains an owner, lessor licensee of any lot in the Community Titles Scheme, they and their officers, servants and/or agents shall be entitled to utilise any lot in the Community Titles Scheme of which they remain an owner, as a display lot, for the purpose of allowing prospective purchasers of any lot in the Community Titles Scheme to inspect the lot or lots and may conduct an auction sale from such lot.
- 30.2 The Original Owner shall be entitled, for the purposes of exercising their rights under By Law 30.1, to place such signs and other advertising and display material in and



about the building and on and about other parts of the common property, but the number and size of such signs or materials shall not be more than is reasonably necessary.

30.3 The Original Owner shall be entitled, for the purposes of exercising their rights under By Law 30.1 full and uninterrupted access to the Community Titles Scheme for itself and its officers, servants an/dor agents during the hours of 10.00 a.m. to 5.00 p.m. on each day. During those times, the Body Corporate shall ensure that all security doors and gates which restrict access to the Community Titles Scheme or other parts of the common property shall remain unlocked. The Original Owner shall lock any doors and gates after their use.

### **31. Use of Lots**

31.1 Subject to By Law 31.2 and By Law 31.3, all lots shall only be used for residential purposes

31.2 A Lot may be nominated by the original owner or by the Body Corporate from time to time may be used for the provision of caretaking and letting services provided however that nothing in these By Laws shall oblige the provider of the caretaking and letting services to own or occupy a Lot in the scheme.

31.3 Any lot nominated by the Original Owner from time to time may be used for commercial purposes.

### **32. Body Corporate Empowered to enter into Agreements.**

Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Act or elsewhere under these By Laws, the Body Corporate shall be empowered to enter into one or more of the following agreements with such person or persons or corporation or corporations as the Body Corporate in its absolute discretion shall decide:-

32.1 an agreement or agreements for the caretaking, management and/or maintenance of the Common Property and the letting of lots in the Community Titles Scheme on behalf of owners;

32.2 an agreement or agreements for the appointment of a Body Corporate Manager for the performance of (inter alia) certain duties and obligations of the secretary and treasurer of the body corporate and such other duties and obligations as the Body Corporate shall deem appropriate;

32.3 an agreement or agreements for the purpose of better seeing to the proper functioning operation and management of the Community Titles Scheme or building or for the purpose of ensuring the proper functioning of the duties and powers of the Body Corporate and of the Committee of the Body Corporate including any agreement between the Body Corporate;

32.4 an agreement with an energy provider and/or an energy resources consultant in relation to the provision of utility services to the Scheme Land and lots in the Community Titles Scheme.

Any such agreements shall be upon such terms and conditions as the Body Corporate shall decide in its absolute discretion.

**33. PABX Cabling**

The caretaker of the Community Titles Scheme will be entitled to operate a PABX telephone facility or similar facility within the Community Titles Scheme and for that purpose will continue to have a licence to install, lay, use, repair, maintain and replace cabling and other equipment necessary for the operation of such facility throughout the common property of the Community Titles Scheme. The Body Corporate shall not interfere with the operation of this facility.

**34. Committee may Employ**

The Committee may employ for and on behalf of the Body Corporate such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.

**35. Correspondence**

All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.

**36. Requests to the Secretary**

An owner or occupier of a lot shall direct all requests for consideration of any particular matter to be referred to the Committee to the Secretary, and not to the Chairman or any member of the Committee.

**37. Notices**

An owner or occupier of a lot, his servants, agents, licensees and invitees shall observe the terms of any notice displayed in the common property by authority of the Committee or of any statutory authority.

**38. Copy of By Laws to be Produced upon Request**

Where any lot or common property is leased or rented, otherwise than to an owner of a lot, the lessor or, as the case may be, landlord shall produce or cause to be produced to the lessee or tenant for his inspection a copy of the By Laws for the time being in force in respect of the Community Titles Scheme.

### **39. Power of Committee**

The Committee may make rules relating to the common property including, but not limited to, rules imposing speed limits in respect of roadways within the Community Titles Scheme, not inconsistent with these By Laws and the same shall be observed by the owners or occupiers of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

### **40. Recovery of Costs**

40.1 An owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-

- (i) recovering contributions or monies payable to the Body Corporate pursuant to the Act duly levied upon that owner by the Body Corporate or otherwise or pursuant to the By Laws of the Body Corporate;
- (ii) all proceedings including legal proceedings concluded in favour of the body Corporate taken by or against the owner or the lessee or occupier of the owner's lot, including, but not limited to, applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.

40.2 In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may:-

- (i) treat such costs and expenses as a liquidated debt and take action for the recovery of same in any court of competent jurisdiction; and
- (ii) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Body Corporate upon a subsequent sale or disposal of the owner's lot failing which the purchaser of such lot shall be liable to the Body Corporate for the payment of same.

### **41. Recovery by Body Corporate**

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By Laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

### **42. Cable TV**

The Body Corporate recognises that there could be an agreement in place with a cable TV carrier for the installation of all cabling, wiring, ducting, conduiting, amplifiers and other

necessary equipment required for the provision of cable television to the Community Titles Scheme and each lot and the Body Corporate must:

- 42.1 allow a person to install cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to cable television;
- 42.2 provide a supply of electricity, at the cost of the Body Corporate, if needed for any component to the cable television facility that is installed on the common property.

#### 43. **Joint Liability**

If, at the time a person becomes the owner of a lot, another person is liable in respect of the lot to pay interest or penalty on a contribution, the owner is jointly and severally liable with the other person for the payment of the interest or penalty.

#### 44. **Security**

- 44.1 All security equipment installed on common property and used in connection with the provision of security for the Community Titles Scheme shall with the exception of that equipment installed upon any lot be and remain the property of the body Corporate. All security equipment is (with the exception of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Body Corporate and shall be repaired and maintained at the cost and expense of the Body Corporate.
- 44.2 In no circumstances shall the Body Corporate be responsible to an owner (and the owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a lot, then the owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the lot (upon one (1) day's notice) except in the case where the circumstances require immediate entry.
- 44.3 The Committee shall be entitled to make rules and regulations for the benefit of all owners regulating the security and the operation of the same upon the Community Titles Scheme. Such rules and regulations shall not be inconsistent with these By-Laws. The owners shall ensure compliance with such rules and regulations so made until the same shall have been revoked, amended or altered by a majority resolution of the Body Corporate in general meeting.

#### 45. **Aerials**

Outside wireless and television aerials may not be erected without permission of the Committee.

**46. Repairs**

All repairs to lots will be carried out promptly and in a workmanlike manner by the owners or occupiers of the lots.

**47. Illegal Use of Lots Prohibited**

An owner or occupier of a lot shall not use his lot for any purpose which may be illegal or injurious to the reputation of the Scheme. An owner or occupier of a lot must, at the cost of the owner or occupier, promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any relevant authority.

**48. Signs**

Subject to these By Laws, no sign or notice, including any "For Sale" sign, shall be placed on the Common Property or any lot.

**49. Bulk Supply of Electricity**

49.1 The Body Corporate may obtain the supply of electricity for the Scheme (which may be in bulk) from an electricity provider ("a supplier"). The Body Corporate may enter into an agreement with a supplier on terms decided by the Committee, or if the agreement is outside of the scope of the Committee's authority, the Body Corporate.

49.2 The Body Corporate may enter into an agreement with a utilities manager who may facilitate the Body Corporate's purchase and administration of electricity ("utilities manager").

49.3 The Body Corporate may install meters to monitor usage of the electricity supplied from the Supplier and supplied to owners and occupiers.

49.4 The Body Corporate may purchase, otherwise obtain or contract with an entity to provide an energy management system ("EMS") or services so as to allow for the bulk purchase of utility services and the efficient use of the utility services.

49.5 Owners and occupiers must obtain their supply of electricity from or through the Body Corporate if the Body Corporate enters into an electricity supply agreement with the supplier. If requested by the Body Corporate, owners sign an agreement for the supply of the electricity on the terms of supply decided by the Body Corporate.

49.6 Owners or occupiers who accept or use the electricity supplied by or through the Body Corporate ("consumers") shall, in consideration of the supply of electricity, comply with this By Law and the terms and conditions of supply adopted by the Body Corporate ("the Terms of Supply"). A copy of the Terms of Supply adopted by the Body Corporate shall be made available by the Body Corporate to consumers.

49.7 Upon the acceptance or use of the electricity supplied by or through the Body Corporate, the terms of supply shall constitute an agreement between the consumer

- and the Body Corporate. The consideration for the agreement shall be the supply and continued supply of electricity through the Body Corporate to the Consumer. The Terms of Supply form an agreement separate to this By Law.
- 49.8 Upon request by a consumer, the Body Corporate shall provide one copy of the terms of supply to a consumer.
- 49.9 When a consumer assigns or transfer the Consumer's interest in a lot, the assignee or transferee becomes joined as a party to the agreement constituted by the terms of supply. The assignor or transferor /consumer is released from the obligations imposed under this By Law and the terms of supply only when all obligations of the consumer are satisfied and up to date.
- 49.10 The Body Corporate may include the costs for the supply of electricity (whether to an owner or occupier of a lot) in notices of contributions payable to the Body Corporate by the owner of the lot to which electricity is supplied. By Laws 40 and 43 apply to such payments.
- 49.11 The terms of this By Law and the Terms of Supply are subject to any agreement entered into between the Body Corporate and the Supplier. The Body Corporate will have no obligation to provide electricity to a consumer if:
- 49.11.1 the agreement with the Supplier is terminated;
  - 49.11.2 the supplier does not provide electricity to the Body Corporate for any reason; or
  - 49.11.3 the consumer does not pay for the supply of electricity by the due date.
- 49.12 All inquiries regarding connection, disconnection and charges shall be directed to the utilities manager (or other person nominated by the Committee). Consumers shall follow the directions of the utilities manager (or other person nominated by the Committee) with respect to the supply and use of electricity provided that the directions must be consistent with this By Law and the terms of supply.
- 49.13 The Committee may make rules with respect to the supply of electricity provided they are consistent with this By Law and the terms of supply.
- 49.14 The Body Corporate will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Consumer or anyone who relies upon the electricity supply because of failure of the supply of electricity due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- 49.15 All consumers shall ensure that any electrical installation (as defined in the *Electricity Act 1994*) is maintained free of any defect which is likely to cause a fire or electrical shock. Subject to the Act, the Body Corporate or the utilities manager shall be entitled to enter a lot to inspect any electrical installations.

49.16 For the purposes of ensuring the efficient and constant supply of electricity to the lots during any limitation to the supply of electricity, the Body Corporate may impose restrictions in such a manner and to such an extent as it considers necessary, upon the use of electrical articles (as defined in the *Electricity Act, 1994*), including the prohibition of the use of specified articles.

49.17 The Body Corporate is not responsible for the accuracy or correct operation of any electricity meter for a lot, other than its obligations under the Body Corporate and Community Management Act. Consumers shall ensure that no person associated with the Consumer or their lot interferes with any meter or equipment used for the supply or measure of supply of electricity to a lot.

49.18 An invoice or notice will have been validly given to a consumer if the invoice or notice is sent to the last known address for the consumer known to the Body Corporate.

**50. Exclusive Use - Private yard**

50.1 The owner of lots 1-20 shall be entitled to the exclusive use for himself and his licensees of the private yard identified in Schedule E of this Community Management Statement and delineated on plan attached to this Community Management Statement. The owner or occupier of each such lot shall, at his own cost, keep the private yard area clean and tidy, and shall carry out any repair and maintenance of the private yard area. If such owner or occupier fails to do so, the Body Corporate may carry out any such cleaning, tidying, repairs or maintenance, and recover the costs of doing so from the owner or occupier.

50.2 The owner or occupier of each private yard area shall be responsible, jointly with any adjoining owner or occupier, for any dividing fence between the private yard area and an adjoining private yard area. However, the Body Corporate shall be responsible for the repair and maintenance of any perimeter fence along the boundary of the Scheme Land.

**51. Air Conditioner**

51.1 Any air conditioning unit installed by an owner or occupier of any lot shall comply with all relevant approvals, shall be installed in a location and in a manner approved by the Committee, and shall not cause unreasonable interference with the use and enjoyment of any other lot. In particular, any water discharged by the air conditioning unit must be drained within the lot, and shall not discharge on to any other lot.

**52. Storage Facilities**

The Body Corporate may at any time enter into a licence for a peppercorn rent of storage facilities in favour of the provider of the caretaking services on such terms and conditions as the Body Corporate may deem fit.

**53. Definitions**

Unless otherwise provided in these By Laws, the following words and expressions shall have the meanings set out opposite them as follows:-

“**Act**” means the *Body Corporate and Community Management Act, 1997*;

“**Body Corporate**” means the body corporate for ..... Community Titles Scheme;

“**Committee**” means the committee of the Body Corporate;

“**Community Titles Scheme**” means Northpoint Links Community Titles Scheme;

“**Module**” means the regulation module applying to the community titles scheme as described in the Community Management Statement;

“**Original Owner**” means Fourthcastle Pty Ltd as Trustee its successors or assigns or any nominee or mortgagee of that party;

“**Scheme Land**” means the land referred to in item 4 of the front page of this Community Management Statement.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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ANY OTHER REQUIRED OR PERMITTED DETAILS (if applicable)

Statutory Easement	Lots on Plan	Service Locations Diagrams
Stormwater	CP, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 on SP 174301	Sketch “B” annexed hereto
Electricity	CP, Lots 4, 5, 9, 13, 17, 18, 19 and 20 on SP 174301	Sketch “B” annexed hereto
Sewerage	CP, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 on SP 174301	Sketch “B” annexed hereto
Water	CP, Lots 2, 3, 6, 7, 10, 11, 14, 15, 16, 17, 18, 19 and 20 on SP 174301	Sketch “B” annexed hereto
Telstra	CP, Lots 4, 5, 9, 13 and 20 on SP 174301	Sketch “B” annexed hereto



**SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY**

**Private yard**

<b>DESCRIPTION OF LOTS</b>	<b>EXCLUSIVE USE AREAS</b>
1 on SP 174301	"A" on sketch plan "A" attached.
2 on SP 174301	"B" on sketch plan "A" attached.
3 on SP 174301	"C" on sketch plan "A" attached.
4 on SP 174301	"D" on sketch plan "A" attached.
5 on SP 174301	"E" on sketch plan "A" attached.
6 on SP 174301	"F" on sketch plan "A" attached.
7 on SP 174301	"G" on sketch plan "A" attached.
8 on SP 174301	"H" on sketch plan "A" attached.
9 on SP 174301	"I" on sketch plan "A" attached.
10 on SP 174301	"J" on sketch plan "A" attached.
11 on SP 174301	"K" on sketch plan "A" attached.
12 on SP 174301	"L" on sketch plan "A" attached.
13 on SP 174301	"M" on sketch plan "A" attached.
14 on SP 174301	"N" on sketch plan "A" attached.
15 on SP 174301	"O" on sketch plan "A" attached.
16 on SP 174301	"P" on sketch plan "A" attached.
17 on SP 174301	"Q" on sketch plan "A" attached.
18 on SP 174301	"R" on sketch plan "A" attached.
19 on SP 174301	"S" on sketch plan "A" attached.
20 on SP 174301	"T" on sketch plan "A" attached.

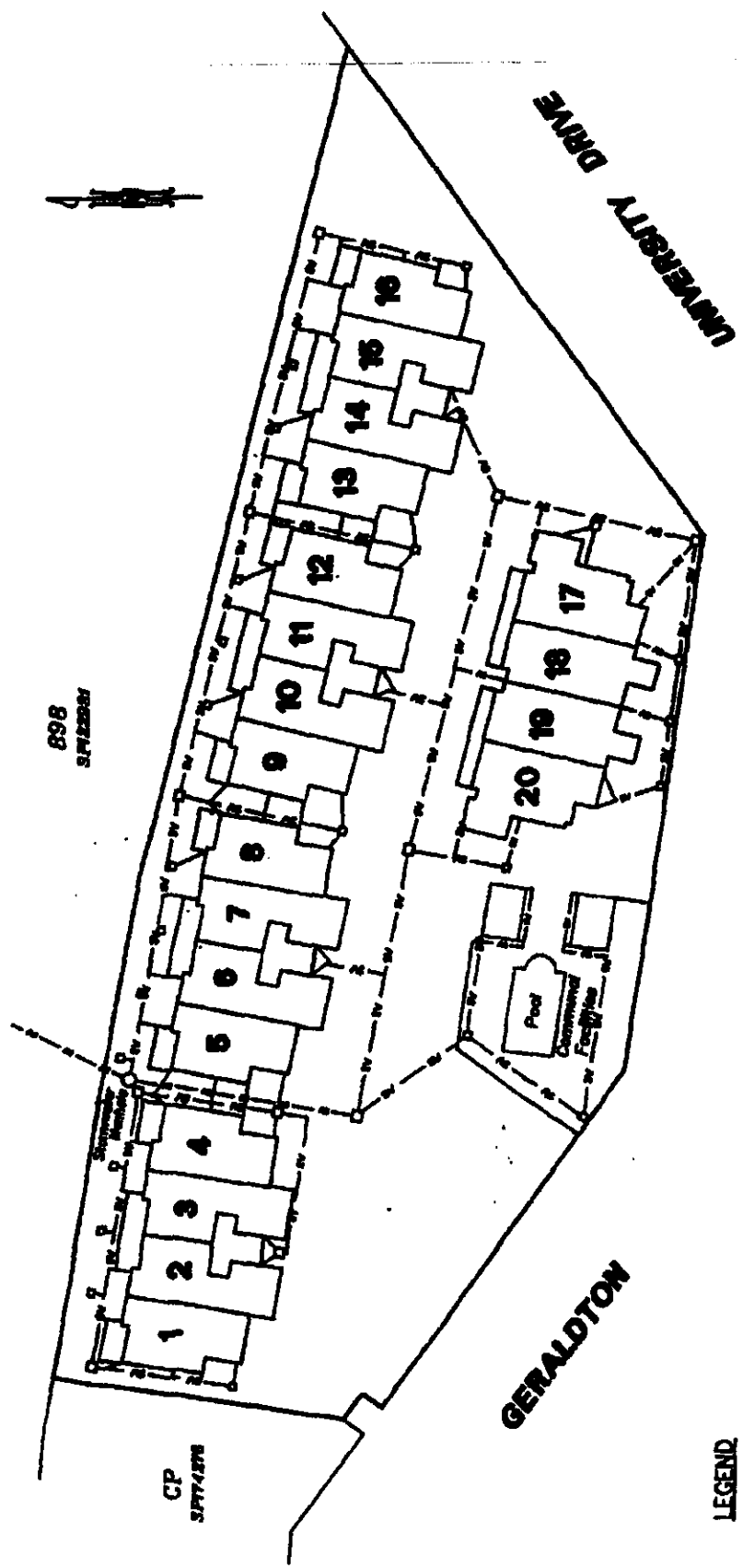
Sheet 1 of 5

SKETCH B

**SERVICE LOCATION DIAGRAM (Stormwater) - SP174501**

COMMUNITY TILES SCHEME - 'NORTHPOINT LINKS'  
PARISH OF GILSTON, COUNTY OF WARD

SCALE: 1:500(A3)  
DATE: 27/7/05  
DRAWING NO: 5017-(S)D  
FILE: 049\5017-1  
DRAWN BY: AP



**HARRISON & KELLY PTY LTD**  
 Licensed Surveyors (NSW & NTSA)  
 Environmental Consultants  
 Suite 21/219 'Y' Avenue  
 50 James Street, Northbridge, NSW 1520  
 P.O. Box 904, Northbridge, NSW  
 Phone 02 9399 4141 Fax 02 9399 4204

**LEGEND**

- STORMWATER 
- GULLY PIT 

NOTE - LOCATIONS OF ALL SERVICES SHOWN HEREON ARE DERIVED FROM INFORMATION SUPPLIED BY THE BUILDER. THESE LOCATIONS HAVE NOT BEEN CONFIRMED BY FIELD SURVEY.

Sheet 2 of 5

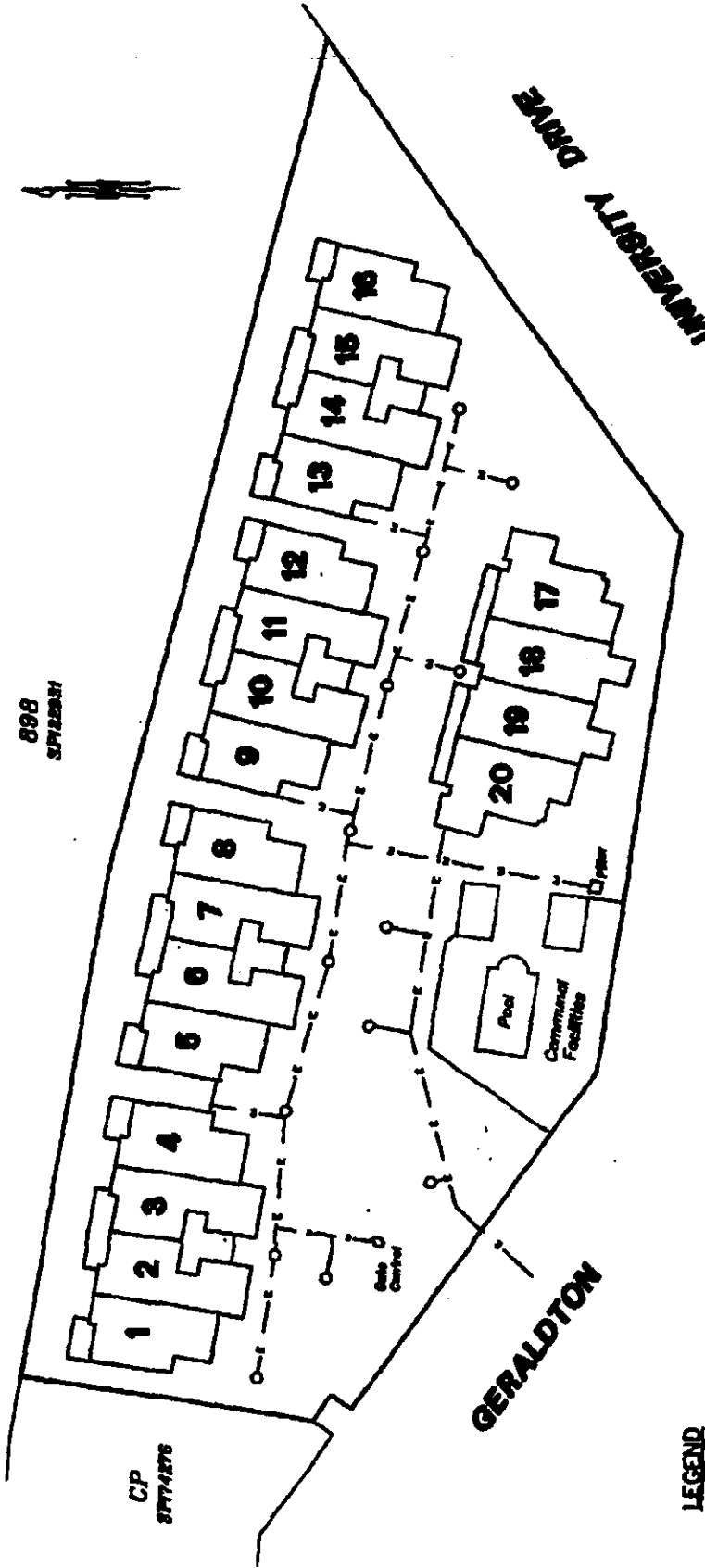
SKETCH\_B

**SERVICE LOCATION DIAGRAM (Electrical) - 00174201**

COMMUNITY TITLES SCHEME - NORTHPOINT LINKS  
PARISH OF GILSTON COUNTY OF WARD

898  
SP120011

SCALE: 1:500(A3)  
DATE: 27/7/06  
DRAWING NO: S017-1(SLD)  
FILE: dms\S017-1  
DRAWN BY: AP



**LEGEND**

ELECTRICAL ---●---  
STREET LIGHT ○

NOTE - LOCATIONS OF ALL SERVICES SHOWN HEREON ARE DERIVED FROM INFORMATION SUPPLIED BY THE BUILDER. THESE LOCATIONS HAVE NOT BEEN CONFIRMED BY FIELD SURVEY.

**HANMER & KELLY PTY LTD**  
 Licensed Surveyors (S.A. & N.Z.)  
 Professional Corporation  
 Suite 21.00, 77 Avenue  
 20 Avenue Road, Bayswater, Auckland  
 P.O. Box 104, Bayswater, Auckland  
 Phone 02122004 Fax 02120004



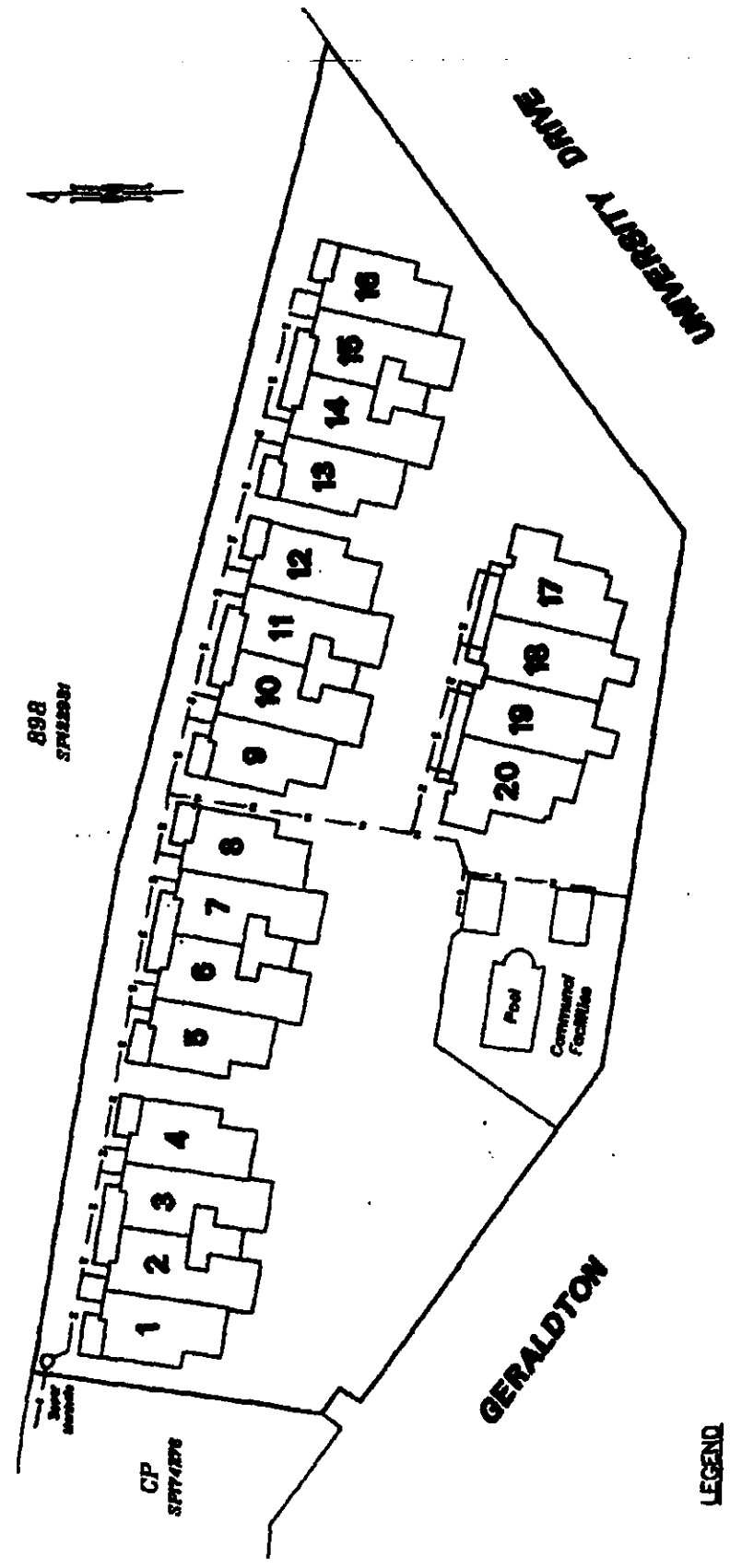
Sheet 3 of 5

SKETCH B

SERVICE LOCATION DIAGRAM (CONSTRUCTION) - SP174301

COMMUNITY TILES SCHEME - 'NORTHPOINT LINKS'  
PARISH OF GILSTON, COUNTY OF WARD

SCALE: 1:500(A3)  
DATE: 27/1/05  
DRAWING NO: 5817-1(SLD)  
FILE: 099\5817-1  
DRAWN BY: AP



DRIVE

**HARRIS & KELLY PTY LTD**  
 Licensed Surveyors (S.A. & M.V.)  
 Development Consultants  
 Suite 212/177 Avenue  
 20 James Street, Northgate QLD 4013  
 P.O. Box 904, Northgate QLD 4013  
 Phone 08250001 Fax 08250004

LEGEND  
 SEWERAGE — — — — —

NOTE - LOCATIONS OF ALL SERVICES SHOWN HEREON ARE DERIVED FROM INFORMATION SUPPLIED BY THE BUILDER. THESE LOCATIONS HAVE NOT BEEN CONFIRMED BY FIELD SURVEY.



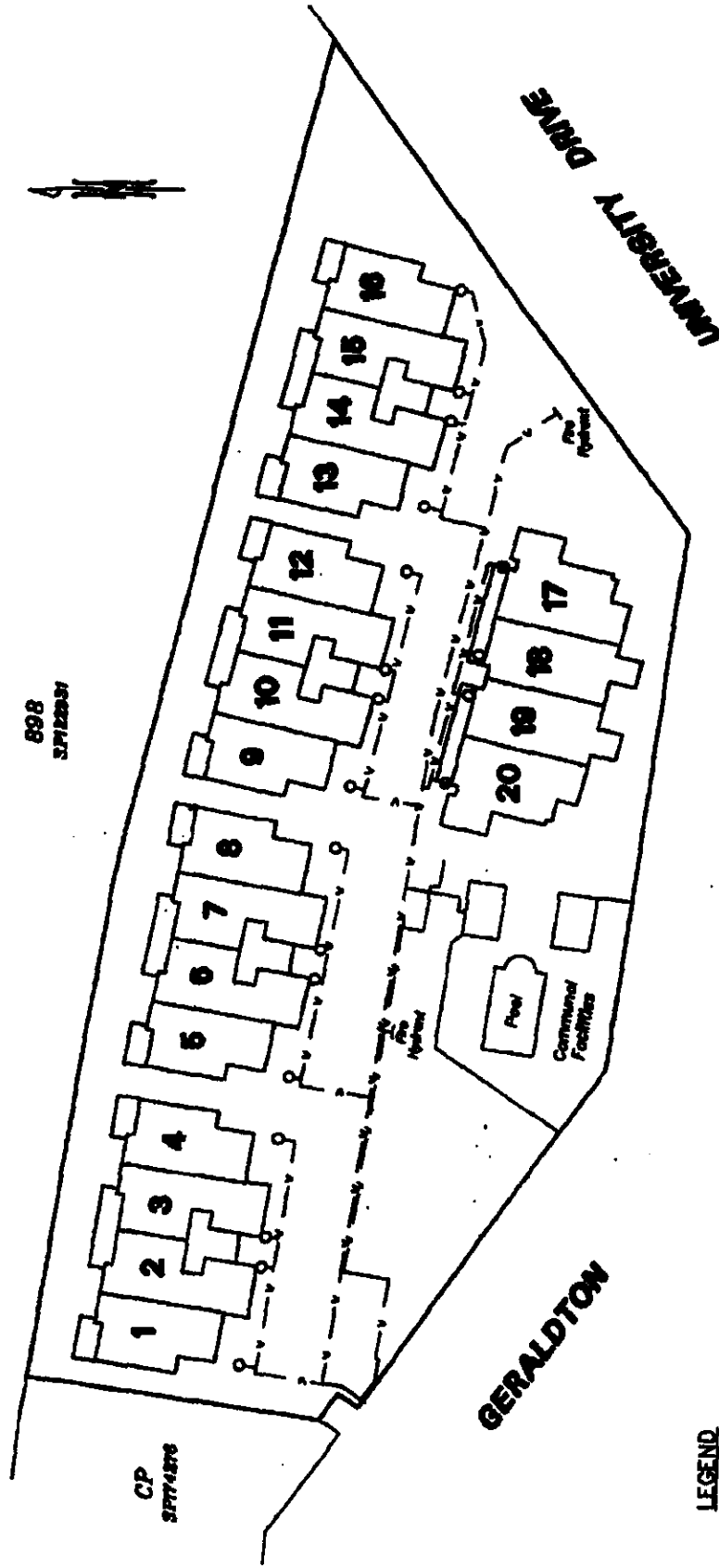
Sheet 4 of 5

SKETCH B

SERVICE LOCATION DIAGRAM (WATER) - SP174901

COMMUNITY TRLES SCHEME - NORTHPOINT LARKS  
PARISH OF GILSTON, COUNTY OF WARD

598  
SP172291



**HAMMER & KELLY PTY LTD**  
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 Suite 20/107 St. Andrews  
 50 James Street, Northcote Auckland 1014  
 P.O. Box 104, Northcote Auckland  
 Phone 8320004 Fax 8320004

DRIVE

LEGEND

WATER ———  
WATER METER ○

NOTE - LOCATIONS OF ALL SERVICES SHOWN HEREON ARE DERIVED FROM INFORMATION SUPPLIED BY THE BUILDER. THESE LOCATIONS HAVE NOT BEEN CONFIRMED BY FIELD SURVEY.



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 DATE: 27/1/06  
 DRAWING NO: 5017-1(SLD)  
 FILE: dms\5017-1  
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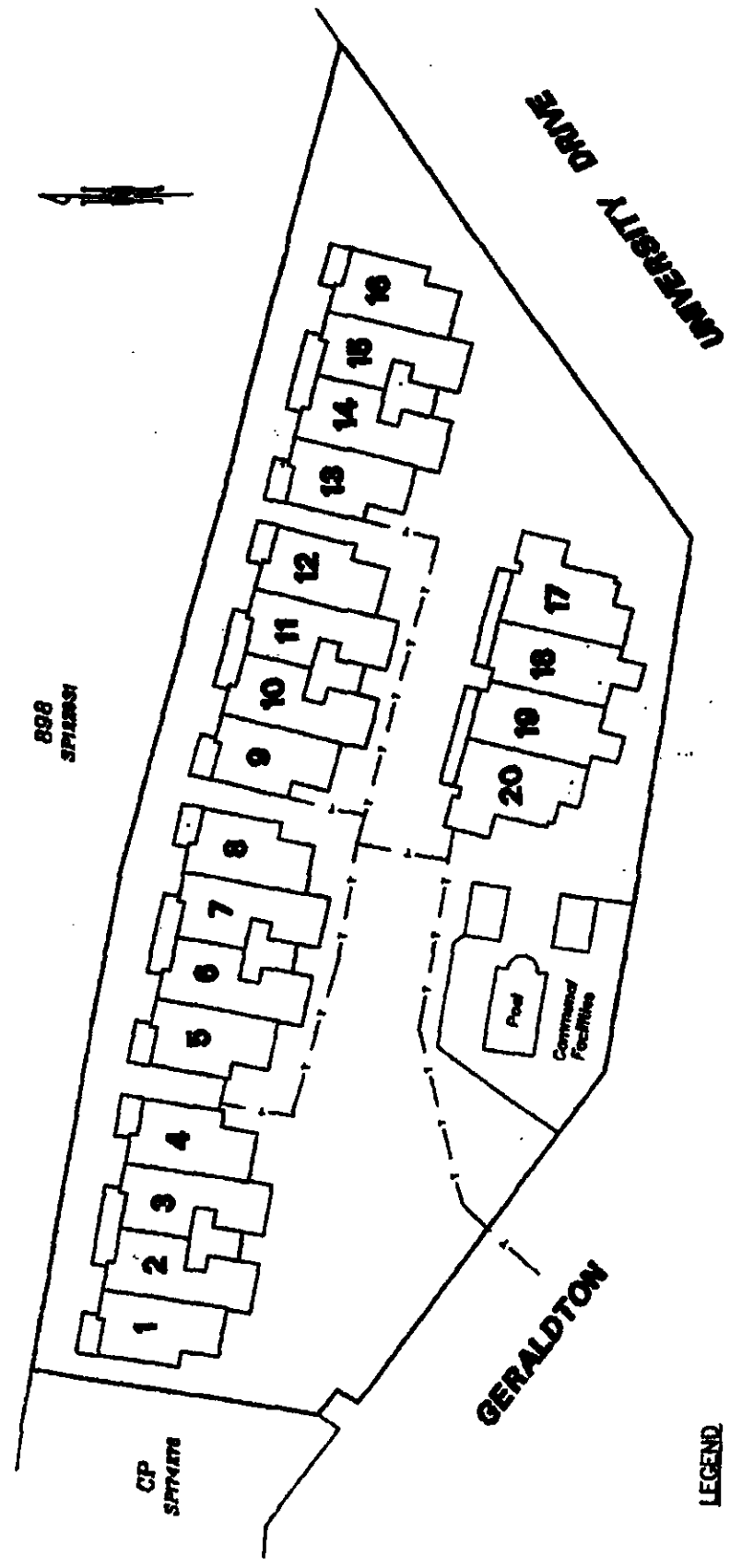
Sheet 5 of 5

SKETCH B

**SERVICE LOCATION DIAGRAM IT/etrol- 82174901**

COMMUNITY TITLES SCHEME - NORTHPOINT LINKS  
PARISH OF GILSTON, COUNTY OF WIND

898  
SP128901



**HANMER & KELLY CITY LTD**  
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 Suite 2104, 77 Avenue  
 20 James Street, Kelowna, British Columbia V1Y 1S8  
 Phone: 250-860-9944 Fax: 250-860-9945

DRIVE

GERALDTON DRIVE

SCALE: 1:500(A3)  
 DATE: 27/1/05  
 DRAWING NO: 5017-1(SLD)  
 FILE: 05/5017-1  
 DRAWN BY: MP

LEGEND  
 TELSTRA

NOTE - LOCATIONS OF ALL SERVICES SHOWN HEREIN ARE DERIVED FROM INFORMATION SUPPLIED BY THE BUILDER. THESE LOCATIONS HAVE NOT BEEN CONFIRMED BY FIELD SURVEY.

SHEET 1 OF 2  
REVISION A  
28/5/06

**SKETCH PLAN FOR ALLOCATION OF  
EXCLUSIVE USE - SP 174301**  
COMMUNITY TITLES SCHEME - "NORTHPOINT LINKS"

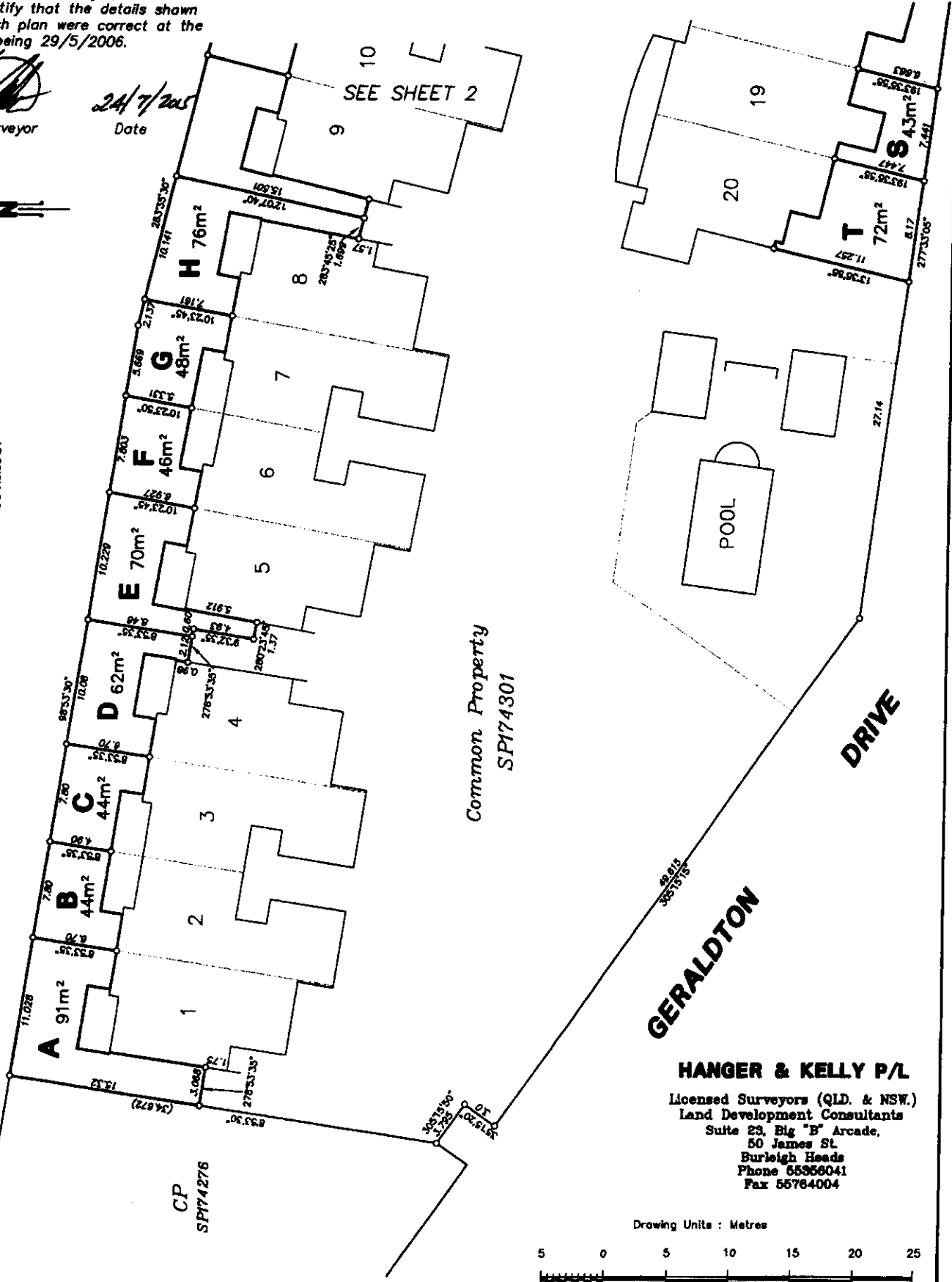
I, Stewart Cameron McIntyre, Cadastral  
Surveyor, certify that the details shown  
on this sketch plan were correct at the  
date shown being 29/5/2006.

  
Cadastral Surveyor

24/7/2005  
Date



898  
SP122931



SEE SHEET 2

Common Property  
SP174301

**GERALDTON**  
DRIVE

**HANGER & KELLY P/L**  
Licensed Surveyors (QLD. & NSW.)  
Land Development Consultants  
Suite 23, Big "B" Arcade,  
50 James St.  
Burling Heads  
Phone 65568041  
Fax 55764004

Drawing Units : Metres



Scale 1:300 A3

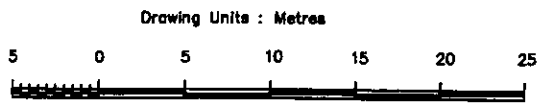




SHEET 2 OF 2  
REVISION A  
29/5/08

**SKETCH PLAN FOR ALLOCATION OF  
EXCLUSIVE USE - SP 174301**  
COMMUNITY TITLES SCHEME - "NORTHPOINT LINKS"

**HANGER & KELLY P/L**  
Licensed Surveyors (QLD. & NSW.)  
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Suite 23, Bg "B" Arcade,  
50 James St.  
Burling Heads  
Phone 55356041  
Fax 55764004



I, Stewart Cameron McIntyre, Cadastral Surveyor, certify that the details shown on this sketch plan were correct at the date shown being 29/5/2008.

*[Signature]*  
Cadastral Surveyor

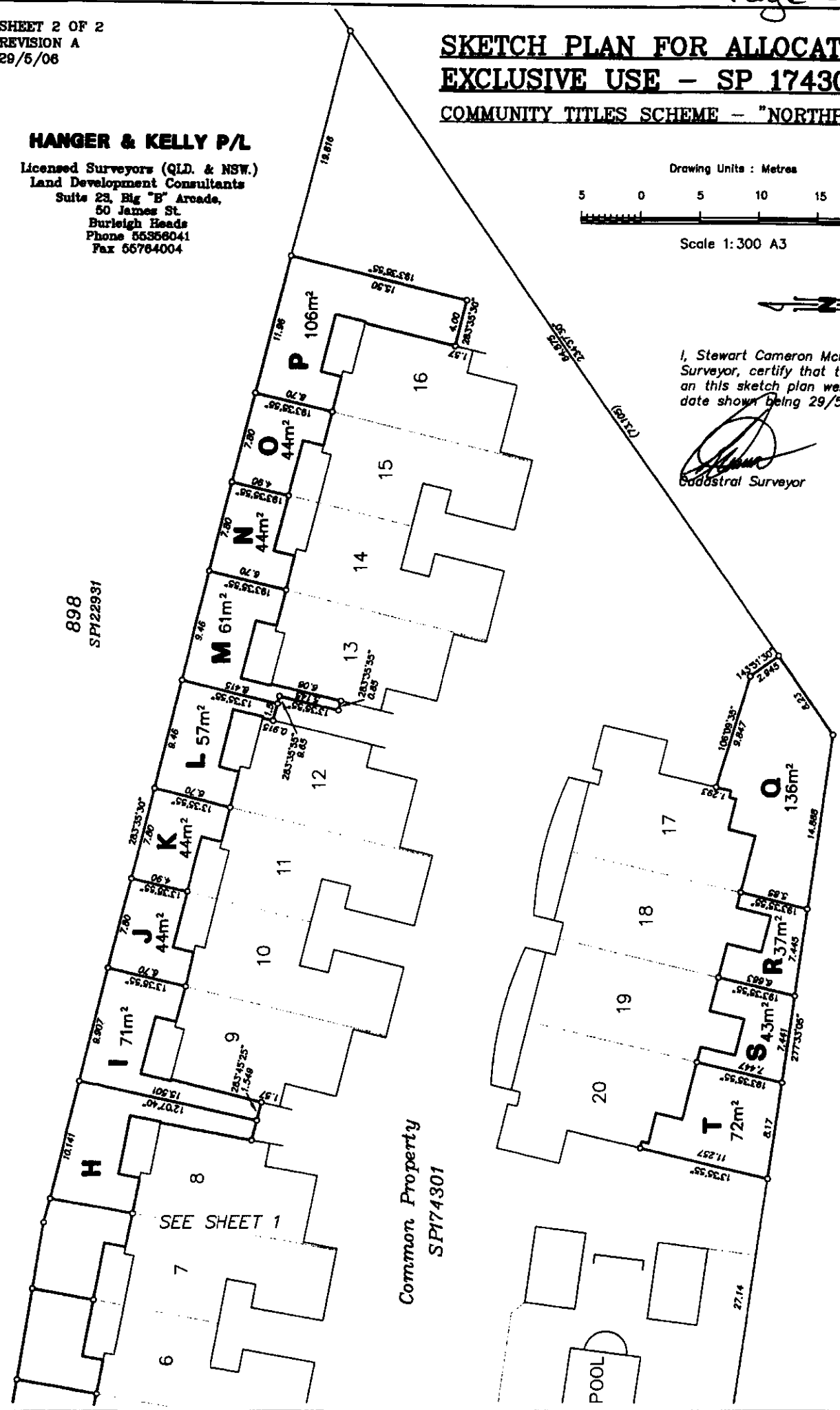
24/7/2015  
Date

898  
SP122931

Common Property  
SP174301

DRIVE

GERALDTON





# Contract for Residential Lots in a Community Titles Scheme

Fourteenth Edition

*This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of Residential Lots in a Community Titles Scheme in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.*

**The Seller and Buyer agree to sell and buy the Property under this contract.**

## REFERENCE SCHEDULE

**Contract Date:** \_\_\_\_\_ *If no date is inserted, the Contract Date is the date on which the last party signs the Contract*

## SELLER'S AGENT

NAME: SGC Property Group Pty Ltd T/A McGrath Estate Agents Palm Beach

ABN:  
95 212 872 906

LICENCE NO:  
4371418

ADDRESS: 17 Sixth Avenue

SUBURB: PALM BEACH

STATE: QLD POSTCODE: 4221

PHONE: 0405 654 015- Josh

MOBILE:

FAX: 07 5534 0320

EMAIL: salesadmin@yrec.agency

## SELLER

NAME:  
KERRY LOUISE PEDERSEN

ABN:

ADDRESS:

SUBURB:

STATE: POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

NAME:

ABN:

ADDRESS:

SUBURB:

STATE: POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

## SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME:

REF:

CONTACT:

ADDRESS:

SUBURB:

STATE: POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

**INITIALS** (Note: initials not required if signed with Electronic Signature)

000031781555

**BUYER**

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**BUYER'S AGENT** *(If applicable)*

NAME: \_\_\_\_\_  
 ABN: \_\_\_\_\_ LICENCE NO: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**BUYER'S SOLICITOR***← or any other solicitor notified to the Seller*

NAME: \_\_\_\_\_  
 REF: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**PROPERTY**

ADDRESS: 9/1-15 Geraldton Drive  
 SUBURB: Robina STATE: QLD POSTCODE: 4226  
 Description: Lot: 9 on:  BUP  GTP  SP 174301  
 Scheme: NORTHPOINT LINKS Community Titles Scheme: 33677  
 Title Reference: 50542603  
 Present Use: Residential Dwelling  
 Local Government: Gold Coast City Council

INITIALS *(Note: initials not required if signed with Electronic Signature)*

000031781555

Excluded Fixtures:

Included Chattels: All fixtures, Fittings, Blinds, Keys & Remotes in good working order.

**PRICE**

Deposit Holder: SGC Property Group Pty Ltd T/As McGrath Palm Beach

Deposit Holder's Trust Account: SGC Property Group Pty Ltd Sales Trust Account

Bank: MACQUARIE BANK

BSB: 184-446 Account No: 304 508 914

**Cyber Warning**

Cyber criminals are targeting real estate transactions by sending fraudulent electronic communications (emails) impersonating lawyers and real estate agents. Before you pay any funds to another person or company using information that has been emailed to you or contained in this Contract, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

Purchase Price: \$

← Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.

Deposit: \$ Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

\$ Balance Deposit (if any) payable on:

Default Interest Rate: % ← If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

**FINANCE**

Finance Amount: \$ ← Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier:

Finance Date:

**BUILDING AND/OR PEST INSPECTION DATE:**

Inspection Date: ← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

**MATTERS AFFECTING PROPERTY**

**Title Encumbrances:**

Is the Property sold subject to any Encumbrances?  No  Yes, listed below:

← **WARNING TO SELLER:** You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title in favour of other land and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

**Tenancies:**

TENANT'S NAME:

← If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement.

TERM AND OPTIONS:

STARTING DATE OF TERM: ENDING DATE OF TERM: RENT: BOND: \$ \$

INITIALS (Note: initials not required if signed with Electronic Signature)

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**Managing Agent:**

AGENCY NAME:

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

**POOL SAFETY FOR NON-SHARED POOLS**

Complete the following questions if there is a non-shared pool in the Lot

**Q1.** Is there a non-shared pool on the Lot?

- Yes
- No

← **WARNING TO SELLER:** Under clause 5.3(1)(e) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract.

**Q2.** If the answer to Q1 is Yes, is there a Pool Compliance Certificate for the non-shared pool at the time of contract?

- Yes
- No

**STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS**

The Seller gives notice to the Buyer of the following matters:

**(a)** Latent or Patent Defects in Common Property or Body Corporate Assets (section 223(a)(b))\*

Refer to Disclosure Statement

← **WARNING TO SELLER:** The Body Corporate and Community Management Act 1997 and the Contract include warranties by the Seller about the Body Corporate and the Scheme land. Breach of a warranty may result in a damages claim or termination by the Buyer. Seller should consider whether to carry out an inspection of the Body Corporate records to complete this section.

**(b)** Actual or Contingent or Expected Liabilities of Body Corporate (section 223(2)(c)(d))\*

Refer to Disclosure Statement

**(c)** Circumstances in Relation to Affairs of Body Corporate (section 223(3))\*

Refer to Disclosure Statement

**(d)** Exceptions to Warranties in clause 7.4(4)\*

Refer to Disclosure Statement

**(e)** Proposed Body Corporate Resolutions (clause 8.4)\*

Refer to Disclosure Statement

\*Include in attachment if insufficient space

**ADDITIONAL BODY CORPORATE INFORMATION**

Interest Schedule Lot Entitlement of Lot: 100

Aggregate Interest Schedule Lot Entitlement: 1900

Contribution Schedule Lot Entitlement of Lot: 10

Aggregate Contribution Schedule Lot Entitlement: 200

**INITIALS** (Note: initials not required if signed with Electronic Signature)

000031781555

## INSURANCE POLICIES

Insurer: CHU Policy No: HU00 19075  
Building: \$10,415,000.00  
Public Liability: \$30,000,000.00  
Other: SEE ATTACHED

## ELECTRICAL SAFETY SWITCH AND SMOKE ALARM *This section must be completed unless the Lot is vacant*

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

*(select whichever is applicable)*

- installed in the residence  
 not installed in the residence

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:

*(select whichever is applicable)*

- installed in the residence  
 not installed in the residence

← **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

← **WARNING:** Under clause 7.8 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Lot. Failure to do so is an offence under the Fire and Emergency Services Act 1990.

## NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

The Seller gives notice to the Buyer in accordance with section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* that the Land:

*(select whichever is applicable)*

- is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Lot or  
 is affected by an application to, or an order made by, QCAT in relation to a tree on the Lot, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

← **WARNING:** Failure to comply with section 83 *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

## GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Lot for a creditable purpose?

*(select whichever is applicable)*

- Yes  
 No

*[Note: An example of an acquisition for a creditable purpose would be the purchase of the Land by a building contractor, who is registered for GST, for the purposes of building a house on the Land and selling it in the ordinary course of its business.]*

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:

*(select whichever is applicable)*

- the Buyer *is not* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property  
 the Buyer *is* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

← **WARNING:** the Buyer warrants in clause 2.5(6) that this information is true and correct.

← **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

## SPECIAL CONDITIONS

### 1. Entire Agreement

This contract contains the whole of the agreement between the parties and there are no other collateral bargains, agreements, representations or understandings. The purchaser acknowledges that the purchaser has not relied on and has not been induced to enter this contract by virtue of any representations, whether oral or in writing, by the vendor, or any servant or agent of the vendor, which are not set out in this contract.

## SETTLEMENT

Settlement Date:

\_\_\_\_\_

← or any later date for settlement in accordance with clauses 6.2, 6.3, 10.5, 11.4 or any other provision of this Contract.

**WARNING:** The Settlement Date as stated may change. Read clauses 6.2, 6.3, 10.5 and 11.4. If you require settlement on a particular date, seek legal advice prior to signing.

Place for Settlement: Gold Coast/Nominated ELNO System as per Cl 11 of REIQ  
Terms of Contract

← If Brisbane is inserted, or this is not completed, this is a reference to Brisbane CBD.

## SIGNATURES

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

Buyer: \_\_\_\_\_

Witness: \_\_\_\_\_

Buyer: \_\_\_\_\_

Witness: \_\_\_\_\_

By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

(Note: No witness is required if the Buyer signs using an Electronic Signature)

Seller: \_\_\_\_\_

Witness: \_\_\_\_\_

Seller: \_\_\_\_\_

Witness: \_\_\_\_\_

By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

(Note: No witness is required if the Seller signs using an Electronic Signature)

INITIALS (Note: initials not required if signed with Electronic Signature)

000031781555



**TERMS OF CONTRACT  
FOR RESIDENTIAL LOTS IN A COMMUNITY TITLES SCHEME**

**1. DEFINITIONS**

**1.1** In this contract, terms in **bold** in the Reference Schedule and the Disclosure Statement have the meanings shown opposite them and unless the context otherwise requires:

- (a) **“Approved Safety Switch”** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **“ATO”** means the Australian Taxation Office;
- (c) **“ATO Clearance Certificate”** means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **“Balance Purchase Price”** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **“Bank”** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).
- (f) **“Body Corporate”** means the body corporate of the Scheme;
- (g) **“Body Corporate Debt”** has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (h) **“Body Corporate Levies”** means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
- (i) **“Bond”** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (j) **“Building”** means any building that forms part of the Lot or in which the Lot is situated;
- (k) **“Building Inspector”** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (l) **“Business Day”** means a day other than:
  - (i) a Saturday or Sunday
  - (ii) a public holiday in the Place for Settlement; and
  - (iii) a day in the period 27 to 31 December (inclusive).
- (m) **“CGT Withholding Amount”** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (n) **“Contract Date”** or **“Date of Contract”** means:
  - (i) the date inserted in the Reference Schedule as the Contract Date; or
  - (ii) if no date is inserted, the date on which the last party signs this contract;
- (o) **“Court”** includes any tribunal established under statute;
- (p) **“Digitally Sign”** and **“Digital Signature”** have the meaning in the ECNL;
- (q) **“Disclosure Statement”** means the statement under section 206 (existing lot) or section 213 (proposed lot) of the *Body Corporate and Community Management Act 1997*;
- (r) **“ECNL”** means the Electronic Conveyancing National Law (Queensland);
- (s) **“Electronic Conveyancing Documents”** has the meaning in the *Land Title Act 1994*;
- (t) **“Electronic Lodgement”** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (u) **“Electronic Settlement”** means settlement facilitated by an ELNO System;
- (v) **“Electronic Signature”** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (w) **“Electronic Workspace”** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
- (x) **“ELNO”** has the meaning in the ECNL;
- (y) **“ELNO System”** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (z) **“Encumbrances”** includes:
  - (i) unregistered encumbrances
  - (ii) statutory encumbrances; and
  - (iii) Security Interests.
- (aa) **“Essential Term”** includes, in the case of breach by:
  - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
  - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a) – (e), 5.5 and 6.1;
 but nothing in this definition precludes a Court from finding other terms to be essential;
- (bb) **“Exclusive Use Areas”** means parts of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (cc) **“Extension Notice”** means a notice under clause 6.2(1);
- (dd) **“Financial Institution”** means a Bank, Building Society or Credit Union;
- (ee) **“Financial Settlement”** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (ff) **“Financial Settlement Schedule”** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (gg) **“General Purpose Socket Outlet”** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (hh) **“GST”** means the goods and services tax under the *GST Act*;
- (ii) **“GST Act”** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (jj) **“GST Withholding Amount”** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (kk) **“Improvements”** means all fixed structures in the Lot (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (ll) **“Keys”** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (mm) **“Land”** means the scheme land for the Scheme;

(nn) "Outgoings" means:

- (i) rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax; and
- (ii) Body Corporate Levies.

(oo) "Pest Inspector" means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;

(pp) "Pool Compliance Certificate" means:

- (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
- (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
- (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;

(qq) "PPSR" means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);

(rr) "Property" means:

- (i) the Lot;
- (ii) the right to any Exclusive Use Areas;
- (iii) the Improvements;
- (iv) the Included Chattels;

(ss) "Regulation Module" means the regulation module for the Scheme;

(tt) "Rent" means any periodic amount, including outgoings, payable under the Tenancies;

(uu) "Reserved Items" means the Excluded Fixtures and all Chattels in the Lot and Exclusive Use Areas other than the Included Chattels;

(vv) "Scheme" means the community titles scheme containing the Lot;

(ww) "Security Interests" means all security interests registered on the PPSR over Included Chattels and Improvements;

(xx) "Services" means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;

(yy) "Smoke Alarm Requirement Provision" has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;

(zz) "Special Contribution" means an amount levied by the Body Corporate under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate.

(aaa) "Transfer Documents" means:

- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
- (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;

(bbb) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and

(ccc) "Withholding Law" means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

**1.2** Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in this contract unless the context indicates otherwise.

## 2. PURCHASE PRICE

### 2.1 GST

- (1) Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.
- (2) If a party is required to make any other payment or reimbursement under this contract, that payment or reimbursement will be reduced by the amount of any input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled.

### 2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
  - (a) does not pay the Deposit when required;
  - (b) pays the Deposit by a post-dated cheque; or
  - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.2(4), if the Buyer:
  - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
  - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
  - (c) does not take any action to defer the payment to the Deposit Holder to a later day, the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.2(3) but the Deposit Holder has not received the payment by the due date:
  - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
  - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.2(4)(a) is given to the Buyer then clause 2.2(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

### 2.3 Investment of Deposit

If:

- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
  - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
  - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

### 2.4 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
  - (a) if this contract settles, the Seller;
  - (b) if this contract is terminated without default by the Buyer, the Buyer;
  - (c) if this contract is terminated owing to the Buyer's default, the Seller.

- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

## 2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by Bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, reference to a "Bank cheque" in clause 2.5:
  - (a) includes a cheque drawn by a Building Society or Credit Union on itself;
  - (b) does not include a cheque drawn by a Building Society or Credit Union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
  - (a) the sale is not an excluded transaction under section 14-215 of the Withholding Law; and
  - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
    - (i) an ATO Clearance Certificate; or
    - (ii) a variation notice under section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
  - (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
  - (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
  - (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
    - (a) the Property includes items in addition to the Lot and Improvements; and
    - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,
 in which case the market value of the Lot and Improvements will be as stated in the valuation.

- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
  - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
  - (b) prior to settlement the Buyer must lodge with the ATO:
    - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
    - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
  - (c) on or before settlement, the Buyer must give the Seller copies of:
    - (i) the Form 1;
    - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
    - (iii) confirmation from the ATO that the Form 2 has been lodged; and
    - (iv) a completed ATO payment slip for the Withholding Amount.
  - (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
  - (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

## 2.6 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with this clause 2.6 and any adjustments paid and received on settlement so that:
  - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
  - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5) and 2.6(17), Outgoings for periods including the Settlement Date must be adjusted:
  - (a) for those paid, on the amount paid;
  - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
  - (c) for those not assessed:
    - (i) on the amount the relevant authority or the Body Corporate advises will be assessed (excluding any discount); or
    - (ii) if no advice on the assessment to be made is available, on the amount of the latest assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
  - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the interest schedule lot entitlement of the Lot to the aggregate interest schedule lot entitlement of the Scheme; and

- (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then the Seller irrevocably directs the Buyer to draw a bank cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Seller irrevocably directs the Buyer to draw a bank cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority or the Body Corporate, as appropriate. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9) and 2.6(10).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The Seller is liable for:
- any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
  - any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.
- The Buyer is liable for any Special Contribution levied after the Contract Date.
- (13) If an amount payable by the Seller under clause 2.6(12) is unpaid at the Settlement Date, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (14) For the purposes of clause 2.6(12), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.
- (15) The cost of Bank cheques payable at settlement:
- to the Seller or its mortgagee are the responsibility of the Buyer; and
  - to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement.
- (16) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank Cheque without the consent of the Buyer.
- (17) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
- all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
  - any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.
- If the Seller becomes aware of a change to the information provided the Seller will as soon as practicably provide the updated information to the Buyer.

### 3. FINANCE

- 3.1** This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2** The Buyer must give notice to the Seller that:
- approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
  - the finance condition has been either satisfied or waived by the Buyer.
- 3.3** The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4** The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

### 4. BUILDING AND PEST INSPECTION REPORTS

- 4.1** This contract is conditional on the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- 4.2** The Buyer must give notice to the Seller that:
- a satisfactory Inspector's report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
  - clause 4.1 has been either satisfied or waived by the Buyer.
- 4.3** If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- 4.4** The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 4.5** The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.

## 5. SETTLEMENT

### 5.1 Time and Date

- (1) Settlement must occur:
  - (a) between 9am and 4pm AEST on the Settlement Date; and
  - (b) subject to clause 5.1(2), in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (2) If the Seller has not nominated an office under clause 5.1(1)(b) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 61(2)(c) of the *Property Law Act 1974* applies.

### 5.2 Transfer Documents

- (1) The Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date.
- (2) If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Queensland Revenue Office nearest the Place for Settlement for stamping before settlement.

### 5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
  - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
  - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
  - (d) if there are Tenancies:
    - (i) the Seller's copy of any Tenancy agreements;
    - (ii) a notice to each tenant advising of the sale in the form required by law; and
    - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
  - (e) a copy of a current Pool Compliance Certificate for each regulated pool on the Lot unless:
    - (i) the Seller has done this before settlement; or
    - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract.
- (2) If the Keys are not required to be delivered at settlement under clause 5.3(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

### 5.4 Assignment of Covenants and Warranties

At settlement, the Seller assigns to the Buyer the benefit of all:

- (1) covenants by the tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies; and
- (3) manufacturers' warranties regarding the Included Chattels;

(4) builders' warranties on the Improvements; to the extent that they are assignable and the Buyer accepts the assignment. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

### 5.5 Possession of Property and Title to Included Chattels

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and Exclusive Use Areas except for the Tenancies. Title to the Included Chattels passes at settlement.

### 5.6 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

## 6. TIME

### 6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement.

### 6.2 Extension of Settlement Date

- (1) Either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.
- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
  - (a) by agreement of the parties; or
  - (b) under clause 6.3 or 11.4,but excludes any extension of the Settlement Date as a result of the operation of this clause 6.2.

### 6.3 Delay Event

- (1) This clause 6.3 applies if a party is unable to perform a settlement obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
  - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
  - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.

- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.3(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
  - (a) that the Suspension Period has ended; and
  - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date;
  - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.3:
  - (a) "**Affected Party**" means a party referred to in clause 6.3(1);
  - (b) "**Delay Event**" means:
    - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
    - (ii) riot, civil commotion, war, invasion or a terrorist act;
    - (iii) an imminent threat of an event in paragraphs (i) or (ii); or
    - (iv) compliance with any lawful direction or order by a Government Agency; or
    - (v) if clause 2.5 applies, the computer system operated by the ATO for the GST Withholding notifications referred to in clause 2.5(5)(c) is inoperative;
  - (c) "**Government Agency**" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
  - (d) "**Settlement Obligations**" means, in the case of the Buyer, its obligations under clauses 2.5(1), 2.5(5)(b) and (c) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) - (e) and 5.5;
  - (e) "**Suspension Period**" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a settlement obligation solely as a consequence of a Delay Event.

## 7. MATTERS AFFECTING THE PROPERTY

### 7.1 Title

The Lot is sold subject to:

- (1) the *Body Corporate and Community Management Act 1997* and the by-Laws of the Body Corporate; and
- (2) any reservations or conditions on the title or the original Deed of Grant.

### 7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances, Tenancies, statutory easements implied by part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

### 7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

## 7.4 Seller's Warranties

- (1) The Seller's warranties in clauses 7.4(2), 7.4(3) and 7.4(4) apply except to the extent disclosed by the Seller to the Buyer:
  - (a) in this contract; or
  - (b) in writing before the Buyer signed this contract.
- (2) The Seller warrants that at the Contract Date:
  - (a) there is no outstanding notice under section 246AG, 247 or 248 of the *Building Act 1975* or section 167 or 168 of the *Planning Act 2016* that affects the Property;
  - (b) the Seller has not received any communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(2)(a) or a notice or order referred to in clause 7.6(1);
  - (c) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
  - (d) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Land;
  - (e) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (3) The Seller warrants that at settlement:
  - (a) it will be the registered owner of an estate in fee simple in the Lot and will own the Improvements and Included Chattels;
  - (b) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
  - (c) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (4) The Seller warrants that at the Contract Date:
  - (a) there is no unregistered lease, easement or other right capable of registration and which is required to be registered to give indefeasibility affecting the common property or Body Corporate assets;
  - (b) there is no proposal to record a new community management statement for the Scheme and it has not received a notice of a meeting of the Body Corporate to be held after the Contract Date or notice of any proposed resolution or a decision of the Body Corporate to consent to the recording of a new community management statement for the Scheme;
  - (c) all Body Corporate consents to improvements made to common property and which benefit the Lot, or the registered owner of the Lot, are in force; and
  - (d) the Additional Body Corporate Information is correct (if completed).
- (5) If the Seller breaches a warranty in clause 7.4(2) or 7.4(3), the Buyer may terminate this contract by notice to the Seller given before settlement.
- (6) If:
  - (a) the Seller breaches a warranty in clause 7.4(4); or
  - (b) the Additional Body Corporate Information is not completed;
 and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (7) Clauses 7.4(5) and 7.4(6) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

- (8) The Seller does not warrant that the Present Use is lawful.

## 7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
- (2) If:
- (a) there is an error in the boundaries or area of the Lot;
  - (b) there is an encroachment by structures onto or from the Lot that is not protected by statutory easement under Part 6A of the *Land Title Act 1994*; or
  - (c) there are Services which pass through the Lot that do not service the Lot and are not:
    - (i) protected by any Encumbrance disclosed to the Buyer in this contract; or
    - (ii) protected by the statutory easements under Part 6A of the *Land Title Act 1994*; or
  - (d) there is a mistake or omission in describing the Lot or the Seller's title to it,
- which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (3) If a matter referred to in clause 7.5(2) is:
- (a) immaterial; or
  - (b) material, but the Buyer elects to complete this contract;
- the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing before settlement.
- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

## 7.6 Requirements of Authorities

- (1) Any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property must be fully complied with:
- (a) if issued before the Contract Date: by the Seller before the Settlement Date, unless clause 7.6(4) applies; or
  - (b) if issued on or after the Contract Date: by the Buyer unless clause 7.6(3) applies.
- (2) If the Seller fails to comply with clause 7.6(1)(a), the Buyer is entitled to claim the reasonable cost of complying with the notice or order from the Seller after settlement as a debt.
- (3) If any notice or order referred to in clause 7.6(1)(b) is required to be complied with before the Settlement Date:
- (a) the Seller must comply with the notice or order; and
  - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,
- unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the notice or order.
- (4) The Buyer must comply with any notice or order referred to in clause 7.6(1) which is disclosed by the Seller to the Buyer:
- (a) in this contract; or
  - (b) in writing before the Buyer signed this contract.

## 7.7 Property Adversely Affected

- (1) If at the Contract Date:
- (a) the Present Use is not lawful under the relevant town planning scheme;
  - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;

- (c) access to the Land or the Lot, passes unlawfully through other land;
- (d) any Services to the Land or the Lot which pass through other land are not protected by a registered easement, building management statement or statutory authority (including statutory easements under Part 6A of the *Land Title Act 1994*);
- (e) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
- (f) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
- (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
- (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*; or
- (i) there is a charge against the Lot under s104 of the *Foreign Acquisitions and Takeovers Act 1975*,

and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to:
- (a) inspect records held by any authority, including Security Interests on the PPSR, relating to the Property or the Land; and
  - (b) apply for a certificate of currency of the Body Corporate's insurance from any insurer.

## 7.8 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.8(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyer's only remedy for non-compliance with clause 7.8(1).

## 7.9 Dividing Fences

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Lot and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

## 8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

### 8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

### 8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- (1) once to read any meter;
- (2) for inspections under clause 4;
- (3) once to inspect the Property before settlement;
- (4) once to value the Property before settlement; and
- (5) once to carry out an inspection for smoke alarms installed in the Property.

### 8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.
- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

### 8.4 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
  - (a) any notice it receives of a proposed meeting of the Body Corporate to be held after the Contract Date; and
  - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by:
  - (a) any resolution of the Body Corporate passed after the Contract Date, other than a resolution, details of which are disclosed to the Buyer in this contract; or
  - (b) where the Scheme is a subsidiary scheme, any resolution of a Body Corporate of a higher scheme.
- (3) In clause 8.4(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

### 8.5 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Lot; and
- (5) further copies or details if those previously given cease to be complete and accurate.

### 8.6 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
  - (a) create a relationship of landlord and tenant; or
  - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

## 9. PARTIES' DEFAULT

### 9.1 Seller and Buyer May Affirm or Terminate

- (1) If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.
- (2) Clause 9.1 does not limit any other right or remedy of the parties including those under this Contract or any right at law or in equity.

### 9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

### 9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

### 9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

### 9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

### 9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
  - (a) any deficiency in price on a resale; and
  - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.
- (2) Any profit on a resale belongs to the Seller.

### 9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

### 9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

### 9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Rate:
  - (a) on any amount payable under this contract which is not paid when due; and
  - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
  - (a) under clause 9.9(1)(a), from the date it is due until paid; and
  - (b) under clause 9.9(1)(b), from the date of judgement until paid.



- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

## 10. GENERAL

### 10.1 Seller's Agent

The Seller's Agent is appointed as the Seller's agent to introduce a Buyer.

### 10.2 Foreign Buyer Approval

The Buyer warrants that either:

- (1) the Buyer's purchase of the Property is not a notifiable action; or
- (2) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

### 10.3 Duty

The Buyer must pay all duty on this contract.

### 10.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or notices required to be given by law may be given by:
  - (a) delivering or posting to the other party or its solicitor; or
  - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
  - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
  - (a) 5 Business Days after posting;
  - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
  - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- (9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

### 10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (3) If clause 11 applies and the Settlement Date falls on a day on which both the Sydney and Melbourne offices of the Reserve Bank of Australia are closed, the Settlement Date will be taken to be the next Business Day.

### 10.6 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

### 10.7 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

### 10.8 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

### 10.9 Interpretation

#### (1) Plurals and Genders

Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) one gender includes each other gender;
- (c) a person includes a Body Corporate; and
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

#### (2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

#### (3) Statutes and Regulations

Reference to statutes includes all statutes amending, consolidating or replacing them.

#### (4) Inconsistencies

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

#### (5) Headings

Headings are for convenience only and do not form part of this contract or affect its interpretation.

#### (6) Calculating Time

If anything is permitted or required to be done:

- (a) a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;
 

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.
- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;
 

Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday.

- (c) a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.

Example: if the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

## 10.10 Counterparts

- (1) This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- (2) A counterpart may be electronic and signed using an Electronic Signature.

## 11. ELECTRONIC SETTLEMENT

### 11.1 Application of Clause

Clause 11:

- (a) applies if the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer is a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies;
- (b) continues to apply even if section 5(2)(a)(ii) of the *Land Title Regulation 2022* applies; and
- (c) overrides any other provision of this contract to the extent of any inconsistency.

### 11.2 Nomination of ELNO System and Completion of Electronic Workspace

- (1) The Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 10.4(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System.
- (2) The parties must:
  - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
  - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- (3) If the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST.
- (4) If any part of the Purchase Price is to be paid to discharge an Outgoing:
  - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
  - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.
- (5) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
  - (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
  - (b) the Buyer and the seller authorise the Deposit Holder to make the payment in clause 11.2(5)(a);
  - (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
  - (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

### 11.3 Electronic Settlement

- (1) Clauses 5.1(1)(b), 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
  - (a) clause 2.5(3)(c), (e) and (f); and
  - (b) clause 2.5(5)(d) and (e),(as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d) and (e) if:
  - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
  - (b) in relation to any other document or thing, the Seller's Solicitor:
    - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(c) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
    - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
    - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

### 11.4 Computer System Unavailable

If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Queensland Revenue Office, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative or unavailable, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

### 11.5 Costs

Each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

## 12. ELECTRONIC CONTRACT AND DISCLOSURE

### 12.1 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

- (a) agree to enter into this contract in electronic form; and
- (b) consent to either or both parties signing the contract using an Electronic Signature.

### 12.2 Pre-contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer and which was given before the Buyer signed this contract.

CURRENT TITLE SEARCH  
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 46931692

Search Date: 30/01/2024 10:30

Title Reference: 50542603

Date Created: 25/02/2005

Previous Title: 50495552

REGISTERED OWNER

Dealing No: 719977980 26/03/2020

KERRY LOUISE PEDERSEN

ESTATE AND LAND

Estate in Fee Simple

LOT 9 SURVEY PLAN 174301  
Local Government: GOLD COAST  
COMMUNITY MANAGEMENT STATEMENT 33677

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 10558005 (POR 66)
2. MORTGAGE No 719977981 26/03/2020 at 13:17  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.C.N. 005  
357 522

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current Title Search \*\*

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2024]  
Requested By: D-ENQ EQUIFAX

Kerry Pedersen  
9/1-15 Geraldton Drive  
Robina QLD 4226

*17th 8 con  
27/5/22  
Rec. 449446*

PLEASE PAY BY	AMOUNT	INVOICE DATE
25/05/2022	\$1,094.50	25/05/2022

**OES TAX INVOICE NO. 4526**

**Job No.:** 4575  
**Site:** 1-15 Geraldton Drive unit 9  
Robina  
**Site Contact:** Kerry pedersen  
**Site Phone:**

**Description**

Install 7 x Smoke alarms to comply with current QLD regulation

A mixture of wireless and hard-wired alarms are required for this home

- Includes smoke alarm compliance certification required for tenancy agreement

**\*\*\* Variation**

We were able to install the majority of hard-wired smoke alarms rather than wireless alarms. Legislation requires that we use hard-wired wherever possible so this is what we have done.

Result is still 7 x smoke alarms, just in a different format

Item	Quantity	Unit Price	Total
INSTALL 240V AC Photoelectric Smoke Alarm with Interlink - RED Supply and Install Photoelectric Smoke Alarm. Isolate power, create provision in cavity or ceiling space and install new fittings, clips, block and install new smoke alarm. Includes a 9V Backup Battery and up to 5m of in Roof Cabling.	6.00	\$120.00	\$720.00
INSTALL 240v Wireless Interconnect Base for Photoelectric Smoke Alarm with Smoke Alarm - Red Supply and Install Smoke Alarm Mounting Base with Wireless Interconnect and Remote Test/Hush Function.	1.00	\$165.00	\$165.00
REPLACE Wireless Photoelectric Smoke Alarm - Red Supply and replace a wireless photoelectric smoke alarm on existing fittings, clips, block. Test and commission.	1.00	\$110.00	\$110.00
<b>Total</b>			<b>\$1,094.50</b>
<b>Incl. GST of</b>			<b>\$99.50</b>

Thank you

<b>Sub-Total ex GST</b>	\$995.00
<b>GST</b>	\$99.50
<b>Total inc GST</b>	\$1,094.50
<b>Amount Applied</b>	\$0.00
<b>Balance Due</b>	\$1,094.50